

LUX10
DIRECTORY MEMBER AGREEMENT

THIS DIRECTORY MEMBER AGREEMENT (“Agreement”) is between you (the user of this service) (“you/your”) and BILL BELL LLC D/B/A LUX10 (“LUX10”) and is effective as of the date signed by you (the “Effective Date”).

RECITALS

- A. LUX10 hosts an exclusive online directory at www.LUX10.com (the “Directory”), which helps consumers research a variety of businesses and professionals in the real estate industry, including agents, brokers, builders, contractors, vendors and other parties (“Service Provider) involved in real estate industry services (the “Services”) including but not limited to sales, leasing, financing, management, repair, renovation or maintenance in the US market.
- B. You, as a Service Provider, desire to be a member of the Directory to promote and market your own Services on the Directory.

The parties, intending to be legally bound, agree to the following terms and conditions:

- 1. The Directory. LUX10 agrees to facilitate the promotion of your Services on the Directory in accordance with the terms and certain restrictions in this Agreement.
- 2. Subscription Fee. To maintain access to your Profile, and for your Profile to be active on the Directory, you must pay a subscription fee (“Subscription Fee”) which ranges in duration (the “Subscription Period”), *i.e. one year subscription, two year subscription, etc.*, and is subject to any promotions or discounts, and any applicable tax. The Subscription Fee is due upon execution of this Agreement and before you become an active Service Provider. All Subscription Fees paid are non-refundable upon payment.
- 3. Term. The term of this Agreement is equal to the length of the Subscription Period chosen by you, commencing on the Effective Date. This Agreement shall not automatically renew.
- 4. LUX10’s Responsibilities. LUX10 shall be responsible for all customer interfacing on the Directory, including providing the web-platform for the display of your Services, along with the Services of other Service Providers. LUX10 reserves the right to make changes to or delete content that it deems to be not appropriate.
- 5. Your Responsibilities. You shall be responsible for the following:
 - 5.1. Services. All Services listed on the Directory are subject to the following conditions:
 - 5.1.1. All Services must be directly related to and/or provided a benefit to the real estate industry and must be legal in the United States. If sale of a particular Service is regulated in any way by a federal, state, or local government or its agencies, the appropriate limitations or disclosures must be stated on the Directory. If LUX10 determines, in its sole and absolute discretion, it cannot or will not implement the limitations, such Services will be removed.
 - 5.1.2. All listed Services must be generally available. If a Service is available on a limited basis this must be noted on the Directory.

5.1.3. Without limiting the foregoing, the Services promoted on the Directory shall generally be of good taste and represent the overall image of the Directory's brand. Services promoted on the Directory shall not include:

5.1.3.1. Non-real estate related services;

5.1.3.2. The Services of a third-party who is not a registered member of the Directory.

5.1.4. LUX10 shall have ultimate and final authority over what Services and Service Providers are promoted on the Directory and may remove any promotion, endorsement, or review of any Service Provider at any time and for any reason.

5.1.5. Without limiting the foregoing, LUX10 may, in its sole discretion, remove any Service Provider (including you) from the Directory if the Service Provider receives three (3) or more negative customer reviews over a six (6) month period. LUX10 will attempt to verify the authenticity of any reviews or complaints received as part of its decision whether to remove any Service Provider from the Directory. Upon removal from the Directory, this Agreement shall terminate and no refund of the Subscription Fee will be provided.

5.2. Description the Services. You shall provide all descriptions, photographs or other content and copy about each of your Services ("Service Content"), and hereby grants LUX10s any necessary license for its use of such Service Content on the Directory as well as for marketing purposes. You represent and warrant that all such Service Content is complete and accurate, and that you own or hold all appropriate license(s) for the intellectual property rights for the Service Content.

5.3. Indemnification. You agree to defend, indemnify and hold LUX10, its officers and employees from and against all claims, actions, damages, suits, liabilities, and obligations, brought by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or, resulting from or in connection with your Services, Services promoted by you and/or your advertising and marketing of the Services. This Section 5.3 shall survive the expiration or earlier termination of this Agreement.

5.4. Terms of Use and Privacy Policy. Service Provider agrees to follow and be bound to the Directory's Terms of Service and Conditions of Use and Privacy Policy, as amended from time to time, and which are incorporated by reference.

6. Warranty and Disclaimer. LUX10 will use good faith efforts to keep the Directory active. The Directory may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by LUX10 or by third-party providers, or because of other causes beyond LUX10's reasonable control. LUX10 DOES NOT WARRANT THAT THE DIRECTORY WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE DIRECTORY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE DIRECTORY IS PROVIDED "AS IS" AND LUX10 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Intellectual Property. You represent and warrant that the Services and Service Content and all other materials you submit to LUX10 will not infringe any intellectual property, proprietary or commercial right of any third party. You agree to defend, indemnify, and hold harmless LUX10 and its

officers, directors, agents, and representatives from any and all claims, suits, actions, liabilities, damages, losses, penalties, or expenses, including attorneys' fees, incurred by LUX10 by reason of any infringement related to your Profile, the Services and/or items posted by you.

8. Authority. You have taken all steps and received all necessary consents such that you have sufficient power and authority to enter into this Agreement, which upon execution shall be binding on you.

9. Limitation of Liability. LUX10 WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS WEB SITES, INCLUDING BUT NOT LIMITED TO LOST INCOME, PROFITS, LOSS OF USE, OR ANY CLAIM BASED ON INDEMNITY OR CONTRIBUTION. SERVICE PROVIDER'S EXCLUSIVE REMEDY AGAINST LUX10 SHALL BE CANCELLATION OF THIS AGREEMENT. This Section 9 shall survive the expiration or earlier termination of this Agreement

10. Termination.

10.1. Convenience. Either party may terminate this Agreement at any time by giving the other party thirty (30) days' prior written notice, effective upon, in the discretion LUX10, the 31st day following the receipt of the notice or such later date specified in the notice by delivering party (the "Termination Date.") LUX10 will remove your Profile and any related Services from the Directory as of the Termination Date, although no refund of the Subscription Fee will be issued.

10.2. By LUX10. LUX10 may terminate this Agreement immediately if:

10.2.1. Service Provider is in breach of this Agreement;

10.2.2. The Service Provider receives three (3) negative customer reviews in a six (6) month period of time;

10.2.3. Service Provider is not adhering to its own policies published on its Profile; or

11. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as otherwise expressly provided herein, neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by you without LUX10's prior written consent, however, LUX10 may assign its rights, interests and obligations under this agreement without your consent.

12. Miscellaneous. This Agreement does not create an agency, franchise, joint venture, partnership, or any other relationship other than that between two independent contracting parties. A waiver of a breach of one or more of the terms of this Agreement does not constitute a waiver of any future or other breaches. The invalidity of any particular clause of this Agreement shall not affect the validity of any other particular clause, or of the Agreement as a whole. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, except for conflict of laws principles, and all disputes that arise from or relate to this Agreement shall be brought in the state or federal courts located within Allegheny County, Pennsylvania. In any such dispute, the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorneys' fees.

13. Final Agreement. This Agreement is intended as the final representation of the promises and agreement of the parties. It supersedes and controls all other oral and written communications,

negotiations, or representations. It may not be modified or amended except by a writing signed by both parties.

14. Counterparts; Electronic Signature. This Agreement may be executed in several counterparts, each of which, when taken together, shall be deemed the same agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

NOW THEREFORE, the parties intending to be legally bound, execute this Agreement as of the Effective Date.

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