

This is the general agreement for the Preferred Partner program. Actual agreements will be sent individually to brokers upon acceptance into this program and the finalization of fees and territories/counties.

THE INTERNATIONAL REALTY, INC.

Preferred Partner License Agreement for The International MLS (IMLS)

Agreement Date: _____

Company: The International Realty, Inc.

Preferred Partner ("PP"): _____

Territory/Territories: [Exhibit C if needed] _____

Set-up Fee: \$ _____

Quarterly Fee: \$ _____

Initial Payment (Quarterly Fee through _____, 20__ plus Set Up Fee, if paid upon signing): \$ _____

This Preferred Partner License Agreement ("Agreement") is made as of the Agreement Date by and between the Company and PP with reference to the following facts:

A. The Company owns and operates the International Multiple Listing Service (the "IMLS"), and in connection therewith has created certain proprietary intellectual property as set forth in Exhibit A to this Agreement (the "Licensed Property");

B. The Company has a Preferred Partner Program pursuant to which it licenses real estate brokers the exclusive right to use the Licensed Property in a specified territory solely in connection with such broker's real estate business (the "Preferred Partner Program"); and

C. PP desires to participate in the Preferred Partner Program.

D. PP has previously or concurrently herewith entered into the Company's standard referral agreement pursuant to which PP provide its real estate listings to the Company for inclusion in the IMLS (the "Referral Agreement").

NOW, THEREFORE, with reference to the foregoing facts, the Company and PP agree as follows:

1. License

1.1 The Company hereby grants to PP the right and license (the "License") to use the Licensed Property in Print Advertising in the Territory *for the sole purpose of* building PP's business through attracting additional licensed real estate agents and encouraging homeowners to list their properties for sale with PP. "Print Advertising in the Territory" includes the following: (a) advertising in or through newspapers, magazines, flyers and similar print marketing materials distributed primarily in the Territory (*e.g.* local or city newspaper, local real estate magazines, etc.); (b) advertising in or through city or local newspapers or magazines distributed primarily in the Territory and areas immediately adjacent to the Territory (*e.g.* a city newspaper, such the *Los Angeles Times*, that is widely distributed not only in Los Angeles County but in multiple adjacent counties); and (c) PP's website. PP may not use the Licensed Property in newspapers or other print media distributed principally outside the Territory, such as national newspapers like *The Wall Street Journal* or *USA Today* or national magazines.

1.2 The Company will provide PP with copies of the Licensed Property. PP shall use the Licensed Property exactly as provided (other than size, which may be varied), including without limitation the TM subscript, and in the manner meeting the standards, specifications and qualities established by the Company.. In each instance in which it uses the Licensed Property (*e.g.* newspaper or magazine ad, or web page), the Company shall include the phrase "The IMLS is the property of The International Multiple Listing Service." The Company shall have the right, at all reasonable times, to inspect PP's goods and/or services that employ the Licensed Property to determine that they are of the proper quality.

1.3 The Company agrees that, until the termination of the License, it will not grant to any other person or entity the right to use the Licensed Property in Print Advertising in the Territory. PP understands and agrees that this restriction does not: (a) limit the right of the Company to advertise and promote the IMLS in the Territory by any means; (b) prevent the Company from entering into referral agreement with other persons or entities in the Territory or permitting other persons or entities in the Territory from including their real estate listings on the IMLS; or (c) prohibit the Company from permitting others outside the Territory from including the Licensed Property on their websites or in Print Advertising that might be distributed in the Territory in the manner that PP's advertising might be distributed outside the Territory under Section 1.1(b).

1.4 PP understands and agrees that as a condition of the License, the Referral Agreement needs to be in full force and effect.

1.5 PP shall have the right to permit all of its real estate agents to use the Licensed Property as permitted under the License. PP agrees to be responsible for the actions of such real agents (regardless of whether they are employees, or independent contractors), and acknowledges and agrees that any breach of this License by any such agent shall be deemed a breach by PP. PP agrees to indemnify and hold the Company harmless from any breach of this Agreement or the License by any such agent.

1.6 PP agrees not to challenge the Company's rights in or to the Licensed Property and agrees not to take any action that would reasonably be perceived to have the effect of harming, causing misuse or bringing into disrepute the Licensed Property or the Company. PP agrees that it will, at no time, use or authorize the use of any trademark, service mark, trade name, design, logo or any other designation identical with, arguably similar to or incorporating the Licensed Property, and PP will not apply for registration of any trademark in its name, regardless of the types of goods/services covered by such registration, that would adversely affect the ownership of the Licensed Property, nor file any document with any governmental authority to take any action that would adversely affect the ownership of the Licensed Property. PP shall not represent at any time that it has any right or title in and to any of the Licensed Property other than the License, and PP agrees not to do or cause to be done any act which may in any way adversely affect or impair the right or title of Company in the Licensed Property

1.7 PP agrees that, as between PP and the Company, the Company is the sole owner of and/or controls all right, title and interest in and to the Licensed Property and PP shall not at any time acquire any rights in the Licensed Property by virtue of any use it may make pursuant to this Agreement. The use of the Licensed Property by PP shall inure solely to the benefit of the Company, and when the License terminates, PP shall not have the right to use the Licensed Property in any manner.

1.8 The Company may from time to time amend Exhibit A by not less than 5 days prior written notice to PP in order to update it for more current versions of the Company's intellectual property.

1.9 PP agrees not to sell, transfer or assign License or any interest therein, and agrees that any attempted sale, transfer or assignment shall be null and void and shall be deemed a material breach of this Agreement. This limitation shall not be deemed to prohibit PP from permitting its licensed real estate agents in the Territory, whether employees or independent contractors, from using the Licensed Property in the manner, for the purposes and subject to the limitations of the License. PP agrees to be responsible and liable for, and indemnify and hold the Company harmless from, any action or inaction of any such licensed real estate agent with respect to the Licensed Property that contravenes or breaches this Agreement.

2. License Fees

2.1 PP agrees to pay, concurrently with its execution of this Agreement, the Quarterly Fee through the end of the first full quarterly period of the first Agreement Year. For purposes of this Agreement, an "Agreement Year" is the year beginning on the first day of the month following the Agreement Date (unless the Agreement Date is the first day of a month, in which event the Agreement Year starts on the Agreement Date); *provided* that the first Agreement Year shall also include the period from the Agreement Date to the first day of the next calendar month. The fee for the period from the Agreement Date to the first day of the next calendar month shall be the number of days in such period, divided by 90, and multiplied by the Quarterly Fee.

2.2 Thereafter, the Quarterly Fee shall be paid in advance no later than the business day of each quarter of the Agreement Year. If a Quarterly Fee is not paid within five business days of the date due, PP shall be obligated to pay a late fee of 10% of the amount of the payment.

2.3 PP agrees to pay a Set-Up Fee. If the amount is known at the time of execution of this Agreement, it will be payable concurrently with the execution of this Agreement. If the amount is not known at the time of execution of this Agreement, the amount will be determined in accordance with Exhibit B and will be payable within seven days of written notice from the Company of the amount of the fee.

2.4 At such time as the Company is able to accept payment by credit card, upon request of the Company, PP will provide authorization to the Company to charge the credit card for the Quarterly Fee on date such fee is due.

2.5 The Company may from time to time increase the Quarterly Fee for any following Agreement Year by written notice not less than 45 days prior to the start of the Agreement Year.

3. PP Representations and Warranties

3.1 PP represents and warrants that PP has all necessary licenses and approvals to act as a real estate broker in the Territory and that all of its real estate agents have the necessary licenses and approvals to act as real estate agents in the Territory.

4. Termination

4.1 Either party may terminate the License effective as of the end of any Agreement Year by written notice of termination delivered not less than 30 days prior to the beginning of an Agreement Year.

4.2 The Company may terminate the License by written notice for breach or default by PP, unless such breach or default is cured within five business days of delivery of such notice; provided, however, that a payment breach or default may be cured only once every four quarters.

4.3 The Company may terminate this License by written notice to PP if for any reason the Referral Agreement is terminated.

4.4 Upon termination of the License, all rights of the PP to use the Licensed Property shall terminate. PP shall not be entitled to a refund of all or any portion of the Quarterly Fee upon termination of this License. The termination of the License shall not terminate the obligation of PP to make any payments which shall have been due and payable as of the date of termination or for the Quarterly Fee through the end of the Agreement Year in which the License terminates. Within 10 days following termination of the License, PP shall cause the Licensed Property to be removed from all websites of PP and its real estate agents and any other website upon which PP caused the Licensed Marks to be placed.

5. Miscellaneous Provisions

5.1 Notices. All notices, requests, demands and other communications (collectively, “Notices”) given pursuant to this Agreement shall be in writing, and shall be delivered by personal service, courier, facsimile transmission, email transmission of a pdf format data file or by United States first class, registered or certified mail, postage prepaid, addressed to the party at the address set forth on the signature page of this Agreement. Any Notice, other than a Notice sent by registered or certified mail, shall be effective when received; a Notice sent by registered or certified mail, postage prepaid return receipt requested, shall be effective on the earlier of when received or the third day following deposit in the United States mails. Any party may from time to time change its address for further Notices hereunder by giving notice to the other party in the manner prescribed in this Section.

5.2 Entire Agreement. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter of this Agreement, and any and all prior discussions, negotiations, commitments and understandings, whether oral or otherwise, related to the subject matter of this Agreement are hereby merged herein.

5.3 Attorneys’ Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this Agreement of its obligations under this Agreement, the prevailing party shall recover reasonable attorneys’ fees in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions therefrom.

5.4 Successors. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors, heirs and personal representatives.

5.5 Waiver and Amendment. No provision of this Agreement may be waived unless in writing signed by all the parties to this Agreement, and waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

5.6 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of law thereof.

5.7 Captions. The various captions of this Agreement are for reference only and shall not be considered or referred to in resolving questions of interpretation of this Agreement.

5.8 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by email delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, this Agreement is made and effective as of the Date of the Agreement as set forth above.

COMPANY:

The International Realty, Inc.
21200 Kittridge St., #1109
Woodland Hills, CA 91303

PREFERRED PARTNER

By: _____
Daniel R. Nussbaum, Chief Executive Officer

Dan@TheInternationalMLS.com

By: _____
By/Title: _____

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Exhibit A

Licensed Property

Logos, banners, text and other materials available upon request

Exhibit B

Set-Up Fee Schedule

There is \$299 setup cost to deliver this which includes a broker postcard setup, online posting of sample postcard, an eBlast ready to go to be sent to agents, sign rider graphics, logos, training sessions and consultations, etc.

Set up fees subject to change.

Exhibit C

Additional Territories [County/State.. If needed]