

Assists Corp
PLACEMENT SERVICES AGREEMENT

THIS PLACEMENT SERVICES AGREEMENT (this "Agreement") is entered into as of this 1/30/2026, (the "Effective Date") between: **Assists Corp** ("Agency"), with a corporate office address at **565 Broome Street Apt. 28A, New York, NY 10013** and **Jill's House** ("Community") with an addresses at **751 E Tamarack Trail, Bloomington, IN 47408**.

RECITALS

- A. The Agency operates a direct placement service that refers seniors and families of seniors ("Client") to appropriate care and retirement settings. The Agency wishes to contract with the Community as a provider of qualified clients.
- B. The Agency will refer qualified clients to the Community. The Community will provide professional tours and assessments to the Agency's clients upon the terms and conditions set forth herein below. As a result of the client's placement in the Community, the Community will compensate the Agency per the following Agreement.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY THE AGENCY

- 1.1 The Agency shall identify and refer Clients to the Community who are financially and physically appropriate for the Community.
- 1.2 Upon signing of this agreement, the Agency will arrange a meeting with the Community representative to receive information on community benefits and qualifications for appropriate clients who would be eligible for each community both financially and physically.
- 1.3 Recommendations to the Community will be made at the sole discretion of the Agency.
- 1.4 The Community is under no obligation to accept any referred clients for residency.
- 1.5 The Agency will allow the Community five (5) business days to verify that the referral is unique to the community. If the client is already in the Community lead system, the Community will contact the Agency to communicate that the lead is not new to the Community and therefore compensation cannot be paid for this Client.
- 1.6 The Agency will schedule a discovery meeting and community tour with the Community and the Client.
- 1.7 The Community agrees to provide pictures, rates, and informational materials to the Agency, as needed.

2. COMPENSATION

- 2.1** The Community will pay the Agency a rate of 100% 1st month's rent and care 30 days post move-in. Fees shall be calculated without regard to any discount, concession, or special offer that may be provided to the Client. The Community can elect to give the payment prior to the due date, but this is up to the discretion of the Community.
- 2.2** Within three (3) business days of the physical placement of an Agency's client in the Community, the Community will inform the Agency of residence. The Community representative will also provide a contracted monthly rental amount to the Agency.
- 2.3** The Agency is eligible for the payment upon the thirtieth (30th) day of the Community's receipt of the Agency's invoice. The Agency shall include a completed W-9 with its initial invoice to the Community. The Community and the Community salesperson must be listed on the invoice. The Community can decide to pay the fees earlier, this is up to the Community's discretion.
- 2.4** Should the placed Client reside at the Community for less than thirty (30) days for any reason, the Agency will be due 35% rent and care. In the event a placed client elects to move out of the Community during the first thirty (30) days of his/her residency at the Community, the Community will notify the Agency within five (5) business days after receiving notice of said election. If the respite resident becomes a long-term resident, the Agency is due the full placement fee, less any fees previously paid for the respite stay.
- 2.4** The Community agrees to pay a referral fee to the Agency for any Client originally referred by the Agency to the Community who moves into the Community within 12 months from the date of the referral as indicated in the Community database, unless the Community had rejected the lead and received it from another source, in which case they would not have to pay the Agency. This Agreement is between the Community and the Agency, not the individual agent. The Client is the property of the Agency, therefore extended placement fees will be paid to the Agency. Fees will not be paid to Agency representatives who have left the Agency.
- 2.5** The Community agrees not to discriminate against a Client by charging them additional or special fees, surcharges, etc., over and above the Community customary rates because they used the Agency's service.

3. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above and shall remain in effect until terminated by either party. This Agreement may be terminated by either party, at any time, without cause, upon written notice to the other party.

4. RELATIONSHIP OF THE PARTIES

The Agency enters into this Agreement as and shall continue to be, an independent contractor. Under no circumstances will the Agency look to the Community as its employer, or as a partner, Agency, or principal.

5. MUTUAL INDEMNIFICATION

Each party (the Indemnifying Party) shall indemnify and hold harmless the other party (the Indemnified Party) and its officers, directors, employees, and assigns from any and all claims or losses arising out of or resulting from the Indemnifying Party's negligence, or willful, wrongful or illegal acts or omissions, including any breach of this Agreement.

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of the respective community.

7. CONFIDENTIALITY

The Community and Agency agree to keep the terms of this Agreement confidential and will not disclose these to any person or entity except as required by law and upon prior written notice to the other party to the Agreement.

8. ARBITRATION

In the event a dispute arises between the parties pertaining to their respective rights and/or obligations as specified in this Agreement, the dispute shall be submitted to binding arbitration and such arbitration shall be conducted by the office of Judicial Arbitration and Mediation Services ("JAMS"). The rules and regulations of JAMS shall apply to and govern the arbitration proceeding. Judgment on the arbitrator's award may be entered in any court jurisdiction thereof. The prevailing party in any such dispute, as determined by the Arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in prosecuting the arbitration.

9. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or Agreements of the parties. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.

10. NOTICES

All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of personal service on the party to whom notice is to be given, or on the second day after mailing if mailed by certified mail, return receipt requested, to the party to whom notice is to be given, and addressed as follows:

Assists Corp

565 Broome St. Apt. 28A

New York, NY 10013

Attention: Partnerships Department

Phone: (646)716-2033

E-mail: jeremy@assists.com

Jill's House

HI Jill's House, LLC

751 E Tamarack Trail, Bloomington, IN 47408

Attention: Teresa Gladden

Phone: 812-287-7962

E-Mail: tgladden@jillshousememorycare.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written first above.

ASSISTS CORP:



Signature: _____

Name: Jeremy Clerc

Title: CEO

Email: Jeremy@assists.com

Date: 1/30/2026

Jill's House

HI Jill's House, LLC

Signature: Michael D Ewkes

Name: Michael D Ewkes

Title: Assistant Manager

Email: meewkes@houseinvestments.com

Date: 2/2/2026