

ADMINISTRATION AGREEMENT

This **Administration Agreement** ("Agreement") is entered into by and between participating Home Watch or Property Management Companies, ("Home Watch Company") and **HWG Services, LLC** ("Administrator"), a New Jersey company. The Home Watch Company and Administrator may be referred to collectively as the "Parties" or individually as a "Party" throughout this Agreement.

By clicking "**Accept**," you acknowledge and agree to the terms and conditions set forth in this Agreement.

WHEREAS

1. The **Home Watch Company** desires to market and provide a **Home Watch Guarantee** administered by **HWG Services, LLC** to eligible clients.
2. The **Home Watch Company** and **HWG Services, LLC** agree to work together under the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. DUTIES OF THE PARTIES

A. Responsibilities of the Home Watch Company:

- **Register eligible clients** for the Home Watch Guarantee Program ("Program").
- **Ensure timely payment** for each registered property splayed on the Administrator's registration website.
- **Adhere to all applicable privacy laws** and regulations, including but not limited to:
 - The **Personal Information Protection and Electronic Documents Act (PIPEDA)** for Canadian clients.
 - Compliance with all relevant data protection laws regarding the collection and handling of personal information.

B. Responsibilities of the Administrator:

- **Manage and process all Home Watch Guarantee registrations and claims** under the applicable terms and conditions.
 - **Authorize and reimburse eligible claims** as per the Guarantee's policies and procedures.
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2. OWNERSHIP OF TRADEMARKS & BRANDING

- The **Administrator retains all proprietary rights** to names, logos, service marks, or trademarks associated with the Home Watch Guarantee.

- The **Home Watch Company or Property Management** acknowledges it **does not** have any ownership or rights to the branding, trademarks, or intellectual property associated with the Home Watch Guarantee.
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3. TERM & TERMINATION

- This Agreement shall commence upon execution and remain in effect for a period of **one (1) year** ("Initial Term").
 - The Agreement **automatically renews** for additional **one (1) year** terms unless either Party provides written notice **at least 30 days prior** to the renewal date.
 - Either Party may terminate this Agreement **without cause** by providing **30 days' written notice**.
 - Upon termination:
 - The Home Watch Company must **return or destroy** all materials provided by the Administrator.
 - The Administrator remains responsible for processing claims **for registered guarantees issued prior to termination**.
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4. LIMITATION OF AUTHORITY

A. The Home Watch Company agrees that it CANNOT:

- Modify any **terms, conditions, or limitations** of the Home Watch Guarantee.
- **Bind the Administrator** to any agreements beyond what is expressly permitted in this Agreement.
- Incur **liabilities or debts** on behalf of the Administrator.

B. The Administrator agrees that it CANNOT:

- Bind the **Home Watch Company** to any agreement beyond the scope of this Agreement.
 - Incur **liabilities or debts** on behalf of the Home Watch Company.
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5. PROGRAM MODIFICATIONS

- The **Administrator reserves the right to modify or discontinue** the Home Watch Guarantee **at any time** or if required by:
 - Legal or regulatory changes.
 - Final decisions by **courts or government agencies**.

- The **Administrator will provide reasonable notice** to the Home Watch Company regarding any material changes to the program.
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6. INDEMNIFICATION

- Each Party **agrees to indemnify and hold the other harmless** from claims, liabilities, damages, and legal expenses arising from:
 - **Misrepresentations** made about the Home Watch Guarantee.
 - **Negligence or non-compliance** with applicable privacy laws.
 - **Unauthorized disclosures** of confidential client information.
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7. CLAIMS PROCESSING & SETTLEMENTS

- The **Administrator is solely responsible** for handling, investigating, and settling all claims related to the Home Watch Guarantee.
 - The Home Watch Company **has no authority** to process claims or make payment commitments on behalf of the Administrator.
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8. CONFIDENTIALITY

- Each Party may receive **confidential information** from the other in connection with this Agreement.
 - Confidential Information shall:
 - **Only be disclosed** to employees, officers, or representatives who **need to know** for the purpose of performing obligations under this Agreement.
 - **Not be shared** with third parties without prior written consent.
 - **Be protected from unauthorized access or disclosure.**
 - Upon termination, both Parties **must return or destroy** all Confidential Information in their possession.
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9. NON-COMPETE & NON-CIRCUMVENTION

- For **24 months after termination**, the Home Watch Company **agrees not to**:
 - Circumvent this Agreement to **gain direct access to vendors** or software used by the Administrator.

- Engage in any conduct designed to **bypass the Home Watch Guarantee program** for personal or financial gain.
 - Engage in any similar guarantee program which offers materially similar benefits of the Home Watch Guarantee.
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11. NOTICES

- All notices and communications under this Agreement shall be **in writing** and deemed delivered:
 - **Upon receipt** if delivered in person.
 - **Upon confirmation** if sent via email or facsimile.
 - **Three (3) days after mailing** via certified mail with return receipt.
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12. GOVERNING LAW & JURISDICTION

- This Agreement shall be governed by and construed under the **laws of the Commonwealth of New Jersey**.
 - Any disputes shall be resolved in the **state or federal courts of Ocean County, New Jersey**.
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13. SEVERABILITY

- If any provision of this Agreement is deemed **invalid or unenforceable**, the remaining provisions shall remain in **full force and effect**.
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14. ENTIRE AGREEMENT & AMENDMENTS

- This Agreement constitutes the **entire understanding** between the Parties.
 - Any modifications must be **in writing and signed by both Parties**.
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15. PROHIBITION AGAINST ASSIGNMENT

- Neither Party may **assign or delegate** its rights or obligations without the prior **written consent** of the other Party.
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16. NON-WAIVER

- Failure to enforce any provision shall **not be construed as a waiver** of that right.
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17. RELATIONSHIP OF THE PARTIES

- This Agreement **does not create** a partnership, joint venture, agency, or employer-employee relationship between the Parties.