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connect@pmworkforce.com

TERMS OF USE - PM Workforce Website

1. Terms

By accessing the website at https://www.pmworkforce.com, you are agreeing to be bound by these terms of service, all applicable laws, and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

2. Use License

Permission is granted to temporarily download one copy of the materials (information or software) on PM Workforce's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

1. modify or copy the materials;
2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
3. attempt to decompile or reverse engineer any software contained on PM Workforce's website;
4. remove any copyright or other proprietary notations from the materials; or
5. transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by PM Workforce at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

The materials on PM Workforce's website are provided on an 'as is' basis. PM Workforce makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

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Further, PM Workforce does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the
materials on its website or otherwise relating to such materials or on any sites linked to this site.

4. Limitations

In no event shall PM Workforce or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on PM Workforce's website, even if PM Workforce or a PM Workforce authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

The materials appearing on PM Workforce's website could include technical, typographical, or photographic errors. PM Workforce does not warrant that any of the materials on its website are accurate, complete, or current. PM Workforce may make changes tothe materials contained on its website at any time without notice. However, PM Workforce does not make any commitment to update the materials.

6. Links

PM Workforce has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by PM Workforce of the site. Use of any such linked website is at the user's own risk.

7. Modifications

PM Workforce may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by thethen current version of these terms of service.

8. Governing Law

These terms and conditions are governed by and construed in

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accordance with the laws of Texas and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Terms of Use- PM Workforce Mobile Application

1.Mobile

By accessing our app, PM Workforce, you are agreeing to be bound by these terms of service, all applicable laws, and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing PM Workforce. The materials contained in PM Workforce are protected by applicable copyright and trademark law.

2. Mobile Use License

Permission is granted to temporarily download one copy of PM Workforce per device for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not: modify or copy the materials; use the materials for any commercial purpose, or for any public display (commercial or non-commercial); attempt to decompile or reverse engineer any software contained in PM Workforce; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server.

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3. Mobile Application Disclaimer

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merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, PM Workforce does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to PM Workforce.

4. Limitations

In no event shall PM Workforce or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use PM Workforce, even if PM Workforce or a PM Workforce authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Accuracy of materials

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6. Links

PM Workforce has not reviewed all of the sites linked to its app and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by PM Workforce of the site. Use of any such linked website is at the user's own risk.

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8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Texas and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

Contact Us

If you have any questions or suggestions about our Terms of Service, do not hesitate to contact us at connect@pmworkforce.com

This policy is effective as of 1 January 2020.

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TERMS OF USE - PM Workforce Master Services

1. PMW's Duties and Responsibilities. PMW shall:

a. Upon request for Client, assign and reassign at PMW's discretion selected employees ("Assigned Employees") and, if applicable, "Interns," to perform the type of work described on Exhibit A (for Assigned Employees) or Exhibit E (for Interns) under Client's supervision at the locations specified on Exhibit A or in accordance with Exhibit E as may from time to time be requested in writing by Client;

b. Pay Assigned Employees' and/or Interns' wages and provide them with the benefits that PMW offers to them;

c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees and/or Interns;

d. Require Assigned Employees and/or Interns to sign agreements (in the form of Exhibit B) acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client to its own employees;

e. Require Assigned Employees and/or Interns to sign confidentiality agreements (in the form of Exhibit C) as a condition of their assignments to Client; and

f. Subject Assigned Employees and/or Interns to a pre-employment drug test and criminal background check.

NOTE: Client acknowledges that results of drug tests or criminal background checks can be inherently unreliable or inaccurate, and that PMW shall not be responsible for any inaccuracies.

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The results of the drug tests or criminal background checks of any Assigned Employee or Intern shall remain the confidential information of PMW and such Assigned Employee or Intern. Subject to applicable law and consent of an Assigned Employee or Intern, Client may conduct its own drug tests or criminal background checks at its expense.

2. Client's Duties and Responsibilities. Client shall:

a. Direct, manage, and supervise Assigned Employees in the performance of their work for Client and, if Client accepts interns, complete and comply with the PMW Internship Agreement, attached hereto as Exhibit E.

b. Not change Assigned Employees' or Interns' job duties without PMW's express prior written approval.

c. Treat Assigned Employees and Interns fairly, respectfully and in a professional manner.

d. Supervise, control, and safeguard its premises, processes, and systems, and not permit Assigned Employees or Interns to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without PMW's express prior written approval.

e. Promptly approve each Assigned Employee's and Intern's time sheets in accordance with PMW's approval policy then in effect. Client's approval of an Assigned Employee's or Intern's time sheet serves to verify the hours, ratifies and approves prior payment(s) collected by PMW for such hours, and authorizes PMW to collect payment for any unpaid hours.

f. Exclude Assigned Employees and Interns from Client's benefit plans, policies, and practices, and not make any offer or promise relating to an Assigned Employee's or Intern's

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employment, compensation, or benefits.

g. Provide Assigned Employees and Interns with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.

h. Execute and comply in all respects with the Non-Solicitation Agreement attached hereto as Exhibit D and incorporated herein; and

i. Until 30 days following the expiration of any federal, state or local emergency declaration concerning the COVID-19 pandemic, provide each Assigned Employee and/or Intern a face mask or shield, hand sanitizer, and all other hygiene supplies recommended by federal, state, and/or local public health agencies and train each Assigned Employee and/or Intern regarding and abide by all COVID-19-related health and safety protocols required or recommenced by federal, state, and/or local government official

Payment Terms, Billing Rates, and Fees

a. Billing rates are set forth on Exhibit A hereto and are subject to change upon written notice by PMW.

b. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. Client's billing rate for premium hours are set forth on Exhibit A hereto and are subject to change upon written notice by PMW.

c. All payments to PMW shall be made electronically via electronic funds transfer by ACH or credit card. Should Client choose to put a credit card on file for payment hereunder, in advance of the first assignment of an Assigned Employee to Client, Client authorizes PMW to pre-authorize the credit card charge for the first week's expected billing. Payment for services rendered are otherwise due each Monday for the prior seven-day period.

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d. Payments not made within ten (10) days of the date due, and any returned or cancelled payments, shall be subject to a one-time late charge of five percent (5%), plus interest at a rate of one percent (1%) per month from the date due until paid in full.

5. Confidential Information

PMW and Client may receive information that is proprietary to or confidential to such Party or its affiliated companies and their clients including but not limited to client lists, pricing, and personnel data. PMW and Client agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of Client's confidential information shall be imputed to PMW as a result of any Assigned Employee's or Intern's access to such information. (See Exhibit C Confidentiality Agreement for Assigned Employees and Interns). Client may be required to execute a separate Non-Disclosure and Confidentiality Agreement in connection with the parties' business relationship. In the event of any conflict between this Paragraph 5 and such agreement, the provisions of that agreement shall prevail.

6. Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve an Assigned Employee or Intern.

7. Indemnification and Limitation of Liability

a. To the extent permitted by law, Client shall defend (via counsel acceptable to PMW), indemnify, and hold PMW and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities, including reasonable attorneys' fees, costs, and expenses, caused by Client's breach of this Agreement, including but not limited to its failure to discharge its duties and responsibilities set forth in

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paragraph 2, and/or by the negligence, gross negligence, or intentional or willful misconduct of Client or its managers, officers, employees, contractors, or agents.

b. Except in the event of Client's breach of the Non-Solicitation Agreement attached hereto as Exhibit D, neither party shall be liable for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action, whether in contract, tort, negligence, strict liability, or otherwise and regardless of how characterized, even if such party has been advised of the possibility of such damages. Under no circumstances shall PMW's liability to Client under this Agreement exceed 25% of the aggregate compensation paid to PMW during the three hundred sixty-five (365) day period immediately preceding the occurrence of the event giving rise to Client's claim.

8. Attorney's Fees and Costs

If any legal action or proceeding is brought by either party related to or arising out of this Agreement or any breach thereof, the prevailing party, whether prevailing in whole or in part, shall be entitled to recover its reasonable attorney's fees and other costs and expenses incurred in that action or proceeding, in addition to any other relief, either legal or equitable, to which it may be entitled.

9. Waiver

No waiver of any provision of this Agreement shall be effective unless contained in a writing executed by the party against whom enforcement thereof is sought. A waiver of any specific term hereof shall not be deemed to constitute a waiver of any other term hereof, nor shall a waiver on any one or more occasions be deemed to imply or constitute a waiver of the same or any other term on any other occasion.

10. Amendment

No amendment to this Agreement shall be effective unless in

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writing and signed by Client and PMW affect the validity or enforceability of any other provision of this Agreement.

11. Complete Agreement

Except as set forth in Paragraph 5, this Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

12. Successors and Assigns

The provisions of this Agreement shall inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

13. Assignment

Client shall not transfer or assign this Agreement without PMW's written consent.

14. Notice

For purposes of this Agreement, any notices or communications from either party to the other shall be in writing and shall be delivered personally or sent by nationally recognized overnight courier, or certified mail, return receipt requested, as follows until such time as either party notifies the other of a change of address:

15. Force Majeure

Neither party shall be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, pandemic, or any other causes beyond the control of the nonperforming party.

16. Governing Law

This agreement shall be governed and construed in accordance with the laws of the State of Texas. Any litigation related to or arising out of this Agreement, including any breach thereof, shall

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be brought exclusively in the state or federal courts located in Harris County, Texas, and PMW and Client expressly consent to the personal jurisdiction of such courts.

Exhibit B

Benefits Waiver for Assigned Employees

In consideration of my assignment to any client (each, a "Client") of Property Management Workforce LLC ("PMW"), I agree that I am solely an employee of PMW for benefits plan purposes and that I am eligible only for such benefits as PMW may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by Client, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to Client by PMW and regardless whether I am held to be a common-law employee of Client for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits. Client is an intended third-party beneficiary of this Waiver and may rely upon it and enforce it.

Exhibit C

Benefits Waiver for Assigned Employees

As a condition of my assignment by Property Management Workforce LLC ("PMW") to any of its clients (each, a "Client"), I hereby agree as follows:

I shall not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at Client or which I learn about during such assignment.

I shall not disclose or in any way reveal or disseminate any information pertaining to Client or its operating methods and

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be brought exclusively in the state or federal courts located in Harris County, Texas, and PMW and Client expressly consent to the personal jurisdiction of such courts. Procedures that come to my attention as a result of this assignment.
Under no circumstances shall I remove physical or electronic documents or copies of documents from the premises of Client.
I understand that I shall be responsible for any direct and/or consequential damages resulting from any violation of this Agreement and for all other remedies available to PMW under my At-Will Employment Agreement.
The obligations of this Agreement shall survive my employment by PMW. Client is an intended third-party beneficiary of this Agreement and may rely upon it and enforce it.

TERMS OF USE - PM Workforce Internship Hosting

1. **Placement.** Internship placements shall be initiated via the submission by Internship Host of an Internship Request no later than noon on Friday preceding a Monday morning internship commencement period. PMW does not guarantee that an Intern will be available but will utilize reasonable efforts to fulfill Internship Requests and advise Internship Host of a placement by 5:00 p.m. on the Friday preceding a Monday placement. PMW shall place Interns and may terminate Interns and internships at its discretion. Internships shall span up to three eight-hour workdays and shall terminate upon the Intern's generation of her/his first residential lease for the Internship Host.

2. **Compensation.** Internship Host shall have no obligation to compensate Intern or PMW for Interns' services until such time as Intern generates her/his first residential lease for Internship Host. At that time, the Intern will convert to as Assigned Employee. Internship Host shall not be obligated to accept the services of Assigned Employee but shall be obligated to pay for all services provided by such Assigned Employee and accepted by Internship Host in accordance with the parties' Services Agreement.

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3. Representations & Warranties. Internship Host represents and warrants that: (a) Intern(s) shall be placed at a Class A or Class B property with at least 250 residential units; (b) it will host only one Intern at a time and one Intern per 1000 residential units across all properties managed by Internship Host in any one county; (c) it will maintain written records of the Intern's work hours and will not permit an Intern to work in excess of 40 hours in any workweek; (d) it will provide Intern with a designated work station; and (e) it will direct, supervise, and correct Intern in a respectful and productive manner and will provide constructive feedback to PMW and Intern regarding Intern's performance including by timely completing a PMW Feedback Survey within seven (7) days of request.

4. COVID-19 Provisions. Until 30 days following the expiration of any federal, state or local emergency declaration concerning the COVID-19 pandemic, Internship Host shall enforce and maintain proper compliance with COVID-19 protocols to promote the well-being of its onsite employees and PMW Intern(s). Internship Host is recommended to provide the Intern a face mask or shield, hand sanitizer, and all other hygiene supplies recommenced by federal, state, and/or local public health agencies and shall train Intern regarding and abide by all COVID-19-related health and safety protocols required or recommenced by federal, state, and/or local government officials.

TERMS OF USE - PM Workforce NON-SOLICITATION

WHEREAS, PMW invests heavily in recruiting, training, and supervising its employees to work for its clients; and

WHEREAS Client will benefit directly from PMW's investment; and

WHEREAS PMW will suffer financial and non-financial harms if

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if its employees are solicited by its clients to leave PMW's employment,

NOW THEREFORE, the Parties agree as follows:

1. During the term of the Master Services Agreement and for 12 months thereafter, Client shall not directly or indirectly, on Client's own behalf or on behalf of any third party: (a) recruit for employment, attempt to recruit or hire, offer to hire, or hire any employee or consultant of PMW as an employee or contractor; or (b) induce or attempt to induce any employee, consultant, contractor, or vendor of PMW to terminate its relationship with Company except in accordance with Paragraph 3.

2. Client agrees that the prohibitions set forth in Paragraph 1 are reasonable and necessary to protect the legitimate business interests of PMW. Client acknowledges and agrees that any breach or attempted breach by Client of this Agreement will result in immediate and irreparable harm to PMW that is difficult or impossible to remedy by money damages. Client agrees that in the event of a breach or threatened or attempted breach of this Agreement by Client, in addition to and not in limitation of any other rights, remedies, or damages available to PMW, PMW shall be entitled to prejudgment and permanent injunctive relief to cease or prevent such breach or threatened or attempted breach even if damages caused by such breach or threatened or attempted breach may also be remedied, in whole or in part, by money damages. Client further agrees that because it can be difficult to measure the extent of monetary damages caused by Client's breach of this agreement, in the event of Client's breach of Paragraph 1, Client shall be liable to PMW for: (a) damages equal to 625 times the most recent hourly billing rate for the employee(s) or consultant(s) at issue which Client agrees fairly and reasonably reflects the damages incurred by PMW as a result of the unlawful solicitation of PMW's employees or consultants; and (b) PMW's costs, expenses, and attorneys' fees incurred in connection with Client's breach of this Agreement.

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3. Notwithstanding the foregoing, Client may hire an Assigned Employee during the term of the Master Services Agreement or during the 12-month period after termination of the Master Services Agreement for a management position with Client by providing PMW with: (a) fourteen (14) days prior written notice ("Notice"); and (b) a "Placement Fee" equal to $6,737.50 which fee may be reduced by 20% if Client replaces the Assigned Employee with another PMW's employees and retains that Assigned Employee, or her/his successor, for no less than 500 hours over the succeeding 15 weeks following the expiration of the 14-day notice period referenced above. The Placement Fee shall be nonrefundable regardless of whether the Assigned Employee commences or retains management-level employment with Client.