

Independent Consultants Referral Terms and Conditions

1. An independent consultant's (hereafter referred to as Consultant) fee, calculated as a percentage of the selling price of a Livtopia property purchased by a customer referred by Consultant, will be paid to any consultant who submits the TRC Customer Referral form according to the guidelines outlined below and whose customer is the successful purchaser of a Livtopia property(ies). The specifics of the fee is listed in the "Fee Schedule" document which can be requested from vfalcon@livtopia.com.
2. Any Independent Consultant's Fee will only be paid if Consultant completes the procedures listed below and adheres to the ICC terms included in this document.

The Consultant, by submitting the electronic form, certifies, agrees, and acknowledges that:

- a) Registering as a "Independent Consultant" on Livtopia.NET, is the pre-requisite to any fee payment
- b) Consultant must register all his/her customers with Livtopia electronically by submitting the TRC Customer Referral Form with fully completed customer contact information
- c) Client's thus registered but who had previously been in contact with Livtopia.com, Livtopia.net, MexRetire LLC or any agent thereof, will not be recognized as being registered by the Consultant. In this case, Livtopia will notify the Consultant within 3 days of the date of the referral that this customer is not recognized as being the Consultant's customer. No fee will be due to Consultant should this customer purchase anything through Livtopia.
- d) The Consultant will not claim any exceptions to the procedures outlined in this document unless made in writing and agreed to in writing by Livtopia.
- e) No oral registration will qualify Consultant for the any type of fee.
- f) The Consultant's fee will be paid only as set forth under these guidelines and only as pertaining to the specific property(ies) involved in the transaction.
- g) The Consultant's fee will be payable 15 business days after Livtopia receives commission payments from the seller.
- h) Partial Commissions paid to Livtopia will likewise be paid on a pro-rated basis to the Consultant.
- i) The Consultant will hold harmless and indemnify Livtopia.com, Livtopia.net, MexRetire LLC or any agent thereof, from any and all claims resulting from misrepresentation he or she might have made.
- j) The Consultant must cause his/her customer to sign the "Buyer Agreement" form. Consultant will not receive any kind of fee if his/her customer did not sign the "Buyer Agreement."
- k) The Consultant will not disclose the nature of the relationship, fees due, contractual particulars or Livtopia.NET's business model, strategic plans or business initiatives to competing agencies, their principals, realtors, brokers, agents, representatives or employees.
- l) **Non-Circumvention:** The Consultant may not purchase, nor assist the referred customer in the purchase of any of the properties listed in Livtopia except via Livtopia. The consultant may not approach, directly or indirectly, any of the owners, brokers, or developers, whose properties are listed on Livtopia, with the purpose of creating a direct business relationship of any kind.
- m) The consultant hereby agrees to the terms of the non-circumvention, non disclosure & Working agreement, as prepared by the INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400 / 500 / 600), and included here for reference:
- n) The Independent Consultant is not a sub-agent of Livtopia.

NON-CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

TERMS AND CONDITIONS

- A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,
- C. That they will not disclose addresses, e-mail address, telephone and tele-fax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contacts revealed by the other party and
- D. That they further undertake not to enter into business transaction with developers, brokers, realtors, banks, investors, sources of funds or other bodies, the names of which have been provided by one of the Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sake of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- E. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to 5 times the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- F. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- G. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in the USA. In the event of dispute, the arbitration laws of states will apply.
- H. The signing parties hereby accept corresponding states of buyer and seller selected jurisdiction as the exclusive venue.

AGREEMENT TO TERMS:

- A. Signatures on this Agreement received by the way of Facsimile, Mail, Electronic Submission and/or E-mail shall be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.
- B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature or electronic submission that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

ACCEPTED AND AGREED WITHOUT CHANGE

Vanessa Falcon
BROKER

By:

Authorized Representative
Vanessa Falcon, CIPS
VP Sales, Livtopia, USA
TRC, Transnational Referral
Consultant
President FIABCI Chicago Council
Tel: 708-955-1171
Fax: 312-751-8052

Date:

INDEPENDENT CONSULTANT

(signature)

(print name)

Taxpayer Identification No.:
(Social Security Number)

Address: _____

Phone: _____

Date: