

## AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is made on June 11, 2021 (the "Effective Date") by and between ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., (the "Principal"), and PROPREVS, a limited liability company (the "Agent") (each a "Party" and collectively the "Parties").

### RECITALS

**WHEREAS**, the Principal is engaged in the business of operating a Condominium Association; and

**WHEREAS**, the Principal wishes to appoint the Agent as its exclusive agent to solicit and secure agreements from Service Providers to provision video and data services for its condominium community consisting of 4,967 units; and

**WHEREAS**, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

#### 1. PURPOSE; APPOINTMENT.

The Principal hereby appoints the Agent as its exclusive agent for the purpose of performing the duties listed in Exhibit A hereto (the "Duties") in such manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal's agent in accordance with the terms and conditions of this Agreement and Exhibit A.

#### 2. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 6 of this Agreement, shall be for one (1) year, unless either Party gives written notice pursuant to Section 6 that the Agreement is to terminate (the "Term")

As used in this Agreement, the word "Term" shall mean the full term of the Agreement, as it may be extended pursuant to this Section 2 or otherwise.

#### 3. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, the Agent shall not have authority to obligate the Principal in any way except as stated in this Agreement or otherwise specifically authorized in writing by the Principal.

#### 4. COMPENSATION.

- (a) **Terms and Conditions.** The Principal shall pay the Agent in accordance with **Exhibit B**.
- (b) **No Payments in Certain Circumstances.** No payment will be payable to the Agent under any of the following circumstances:
  - (i) if prohibited under applicable government law, regulation, or policy;
- (c) **No Other Compensation.** The compensation set out above and in Exhibit B will be the Agent's sole compensation under this agreement.
- (d) **Expenses.** Any ordinary and necessary expenses incurred by the Agent or its staff in the performance of this agreement will be the Agent's sole responsibility.

#### 5. TAXES.

- (a) Agent solely responsible for taxes. The Agent acknowledges that the Agent is not the Principal's employee and that the Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of the Principal's payment of compensation to the Agent under this Agreement.
- (b) Principal will not withhold taxes. The Agent acknowledges and agrees that the Principal will not withhold any amount of compensation for the Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee, or charge related to the Agent's compensation for services under this Agreement.

#### 6. TERMINATION.

This Agreement may be terminated:

- (a) By either Party for a material breach of any provision of this Agreement by the other Party if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.

Following the termination of this Agreement for any reason, the Principal shall promptly pay the Agent according to the terms of Exhibit B for its performance of Duties before the effective date of the termination. The Agent acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

#### 7. AMENDMENTS.

This Agreement may be amended only with the unanimous written consent of both Parties.

#### 8. PARTIES' REPRESENTATIONS AND WARRANTIES.

The Parties hereby represent and warrant that:

- (a) Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.
- (b) Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

**9. INDEMNIFICATION.**

Each Party will indemnify, hold harmless, and defend the other Party from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. The Agent will indemnify and hold harmless the Principal (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages, or costs (including reasonable attorneys' fees asserted or awarded against or incurred by the Principal as a result of any act, error, or omission of the Agent.

**10. RELATIONSHIP OF PARTIES.**

The Agent is an independent contractor and is not an employee of the Principal.

**11. ASSIGNMENT.**

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

**12. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

**13. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Principal:  
**On Top of the World Condominium Association**  
2069 World Parkway Blvd. East  
Clearwater, FL 33763

If to the Agent:  
**PropRevs, LLC**  
1160 Interlochen Blvd  
Winter Haven, FL 33884

**14. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of Florida. Exclusive venue shall reside in the state courts resident in Pinellas County Florida.

**15. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**16. SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

**17. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

**18. HEADINGS.**

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

[SIGNATURE PAGE FOLLOWS]

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

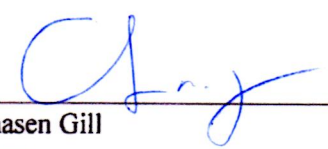
**PRINCIPAL**

ON TOP OF THE WORLD CONDOMINIUM  
ASSOCIATION, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT**

PROPREVS, LLC

By:   
Name: Chasen Gill  
Title: Owner

**EXHIBIT A**

**DESCRIPTION OF AGENT'S DUTIES**

**DUTIES.**

The Agent shall perform the following (collectively, "Duties"):

- (a) **Evaluation:** Determine all available and viable Service Provider options.
- (b) **Proposals:** Develop Request or Proposals (RFPs) in a manner to evaluate Service Provider short and long-term technology and service capabilities.
- (c) **Solicitation:** Solicit bids from qualifying Service Providers.
- (d) **Review and Compare:** Examine, verify and summarize all short-term and long-term products, services and capabilities of qualifying Service Providers. Present detailed analysis for Principal review and consideration.
- (e) **Provider Agreement Guidance:** Agent shall provide guidance related to the Principal's agreement terms with selected Service Provider.
- (f) **Implementation:** If required, Agent shall assist with transition of services, including timelines, expectation setting and transition coordination.

**EXHIBIT B**

**DESCRIPTION OF AGENT'S COMPENSATION**

**COMPENSATION.**

As full compensation for the Duties performed under this agreement and in the event, Principal enters into an agreement with a Service Provider that Agent has solicited or secured while performing the Duties detailed in Exhibit A then the Principal shall pay the Agent as to the Service Provider with whom Principal actually enters into a binding contract;

- (a) Sixty-Five Thousand Dollars (\$65,000) if Spectrum is selected as the bulk Service Provider.
- (b) Ninety Thousand Dollars (\$90,000) if a Service Provider other than Spectrum is selected as the bulk Service Provider.

If a door fee and/or marketing fee, paid by the selected Service Provider to the Principal, is included as part of the bulk service agreement, compensation shall be due and payable within thirty (30) days after Principal has received the consideration from the Service Provider. If no consideration is paid by the selected Service Provider to the Principal, the compensation shall be due and payable within thirty (30) days after Principal enters into a binding bulk service agreement with a Service Provider.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (888) 202-3007	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> contact@hiscox.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Hiscox Insurance Company Inc		10200
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		


**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			UDC-2391290-EO-20	10/18/2020	10/18/2021	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

On Top of the World Condominium Association, Inc. 2069 World Parkway Blvd. East Clearwater, FL 33763	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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