

BUZZ CLUB PROGRAM PLEDGE OF COMMITMENT

This Pledge of Commitment (“Agreement”) is made and entered into as of this _____ day of _____, 2008 (“Effective Date”) by and between Real Estate Business Services, Inc. (“REBS”) and _____ (“Participant”). The Parties agree to the following:

1. Buzz Club Participant.

(a) In General. Participant will market and promote all REBS’ products, services and classes, including but not limited to those listed on the REBS’ website at <store.car.org>, subject to change at any time without notice (“REBS’ Products, Services and Classes”) to actual and potential customers through the Buzz Club Program as noted below. All marketing and promotional efforts will be conducted at the expense of Participant. At REBS sole discretion, REBS will provide Participant with access to REBS’ Products, Services and Classes’ software accounts to assist the Participant in marketing the REBS’ Products, Services and Classes. Participant’s agrees to check one of the following boxes and agrees to be bound by the terms therein:

- As a Participant in the Buzz Club Beez Program, Participant’s activities will include distributing product flyers, speaking with individual real estate professionals, and making short presentations to a real estate office or at another real estate related event. Participant must provide written documentation to REBS that he/she conducted six (6) presentations during the first six month period of this Agreement, see Exhibit A. If unable to provide documentation that he/she conducted six presentations in the first six months of this Agreement, REBS may immediately terminate this Agreement at their sole discretion.
- As a Participant in the Buzz Club Trainerz Program and due to Participant’s current certification as a WINForms® Certified Trainer in California, Participant will promote REBS’ Products, Services and Classes, other than WINForms®, via PowerPoint Slide presentations, product flyers, and other marketing avenues. Outside California, REBS suggests the Participant be a ZipForm® Certified Trainer, and Participant will promote REBS’ Products, Services and Classes, other than Zipform®, via PowerPoint Slide presentations, product flyers, and other marketing avenues.
- As a Participant in the Buzz Club Expertz Program and due to Participant’s current certification as a WINForms® Certified Trainer, Participant will attend additional training on other REBS’ Products, Services and Classes via a live session or webinar conducted by REBS. Outside California, REBS suggests the Participant be a ZipForm® Certified Trainer, and Participant will attend additional training on other REBS’ Products, Services and Classes via a live session or webinar conducted by REBS. Participant will actively train on Clarus™ Resource Suite of Products listed on the Clarus™ Resource website at <www.clarusresource.com>, subject to change at anytime without notice, in classroom-style settings and will leverage WINForms® (any future reference to WINForms® shall include ZipForm® for Participants outside California) educational sessions to promote additional REBS’ Products, Services and Classes. Participant must provide written documentation to REBS that he/she conducted six (6) classroom-style presentations during the one year period of this Agreement, see Exhibit A. If participant cannot prove that he/she conducted six (6) classroom-style presentations during the one year period, Participant must remit to REBS one hundred and forty nine U.S. Dollars (\$149.00) as a participation fee within thirty (30) days of the termination of this Agreement.

Participant will conduct all actions in a competent and professional manner. Participant may conduct presentations at no charge to students, or Participant may charge students tuition fees, at Participant’s

option. Participant will be solely responsible for the management and administration of all presentations scheduled by Participant, including but not limited to scheduling presentation dates, times and locations, verifying attendance and collecting tuition fees, if any. Participant will be responsible for the payment of any and all taxes and providing refunds to students in connection with Participant's collection of fees for training sessions.

(b) Representations and Warranties. Participant warrants and represents that it will:

- Represent the WINForms® product and all REBS' Products, Services and Classes in the highest professional manner, and treat all students with the utmost respect and courtesy;
- Exclusively promote REBS' Products, Services and Classes as the preferred real estate products, classes and services and refrain from promoting, endorsing or training others with regard to any product, class or service that competes with California Association of REALTORS'® or California Association of REALTORS® Subsidiaries' (including, but not limited to, REFN (including RELAY™ Transaction Management System), REBOS, REBS or REBT) products, services and classes as noted on the California Association of REALTORS®' or such subsidiary's website;
- Commit to the highest standards of customer service and business integrity;
- Work diligently to deliver responsive personal attention and comprehensive, highly accurate instruction;
- Conduct all professional relationships in a manner that will be a credit to the REBS' Products, Services and Classes; and
- Epitomize professional excellence and exceed customer expectations in all facets of interaction while Participant is promoting REBS' Products, Services and Classes.

Should Participant fail to fulfill any of the above, in REBS' estimation, Participant's status as marketer and promoter of REBS' Products, Services and Classes may be revoked by REBS without notice.

2. Promotion and Marketing of Training Sessions. Participant may market and promote the REBS' Products, Services and Classes and Participant presentations as Participant deems appropriate, including the creation and distribution of training session promotional and marketing materials; provided, however, that all promotional and marketing materials containing REBS' name, logos or trademarks or the WINForms® name or logo will be subject to REBS' prior review and written approval. At REBS' sole discretion, REBS may provide promotional and marketing materials to Participant to assist Participant in marketing and promoting the training sessions.

3. Use of REBS Materials; Other Materials. Participant may use REBS course materials and other materials provided by REBS when promoting REBS' Products, Services and Classes. Participant will not present, show, display, use or sell any other materials to students during the training session, including but not limited to training, motivational, management or promotional materials, books, pamphlets, tapes, videos, CD-ROMs or CDs, without the express prior written permission of REBS. Participant's breach of this section will be grounds for immediate termination of this Agreement by REBS.

4. Term and Termination.

(a) Term and Termination. This Agreement will commence on the Effective Date and will expire one (1) year from the Effective Date. Either party may terminate this Agreement by giving the other party thirty (30) day's prior written notice.

(b) Obligations After Termination. Should this Agreement be terminated for any reason, Participant will provide REBS with any unused or undistributed materials within ten (10) days after such

termination. Participant will cease any and all use of REBS' name, logos and trademarks, including the WINForms® name and logo and any marketing and promotional materials in connection therewith. REBS will inactivate any software accounts that were accessible by Participant while participating in the Buzz Club Program

5. Fees.

(a) All payments made in connection with the purchase or sale of REBS' Products, Services and Classes will be made directly, solely and exclusively to REBS. Participant will not be entitled to, and will not demand or collect, any payments, fees or monies whatsoever in connection with the purchase or sale of the REBS' Products, Services and Classes, except as noted below.

(b) REBS will provide Participant with coupons to hand out during his/her marketing efforts. These coupons will contain individual participant coupon codes, to be entered by the customer when purchasing REBS' Products, Services and Classes, which will be unique to the individual Participant. Participant will instruct the customer to use the coupon code when purchasing REBS' Products, Services and Classes.

(c) REBS agrees to pay Participant ten percent (10%) on all Gross Sales Revenues generated from Participant on a quarterly basis. Gross Sales Revenues means sales revenues generated from customers using the individual Participant's coupon code, as designated by REBS, less tax, shipping and refunds. If this Agreement is terminated with or without cause, REBS will pay Participant 10% of Gross Sales Revenues for sales made prior to the termination date. Participant will immediately cease passing out coupons upon termination. If this Agreement is terminated with or without cause, REBS will remit any outstanding amounts due and payable for the present quarter by the end of the following quarter.

6. General Provisions.

(a) Independent Contractors. Participant will not have any authority to bind or commit REBS by any promise or representation unless specifically authorized in writing by REBS. The parties are independent contractors and nothing contained herein will be construed as establishing a joint venture or partnership relationship between Participant and REBS. This Agreement may not be transferred or assigned by Participant.

(b) Indemnification. Participant agrees to indemnify, defend and hold harmless REBS, its parent, and their directors, officers, employees, agents, contractors and assignees from and against any and all claims, demands, damages, liabilities, loss, costs, or deficiencies of any nature (including but not limited to reasonable attorneys' and expert witnesses' fees and other costs and expenses incident to proceedings or investigations or the defense of any claim) suffered as a result of any act or omission by Participant in the performance of this Agreement.

(c) REBS Intellectual Property. All intellectual property rights associated with the REBS' name, logos and trademarks, including but not limited to the WINForms® name, logo and product are owned and expressly reserved by REBS.

(d) Choice of Law; Jurisdiction and Venue. This Agreement will be governed by, and construed in accordance with, the substantive and procedural laws of the State of California, excluding conflict of law principles. Any judicial action or proceeding brought in connection with this Pledge of Commitment, whether in law or equity, will be filed exclusively in a court of competent jurisdiction located within the County of Los Angeles, the State of California.

(e) Compliance with Law. Participant will comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including but not limited to those relating to calls, faxes and e-mails

(f) Program Cancellation. REBS reserves the right to discontinue the Buzz Club program at any time without notice. Upon termination of the Buzz Club program, this Agreement is immediately terminated without notice to Participant.

This Agreement is executed by the parties as of the Effective Date.

[INSERT PARTICIPANT NAME]

REAL ESTATE BUSINESS SERVICES, INC.

Signature of Participant

By: _____

Name:

Title:

EXHIBIT A

Buzz Club Program Written Documentation of Presentation

I, _____ (name),

conducted a program about

_____ (specific REBS' Products, Services, Classes),

on _____ (date)

at _____ (location).

_____ (number) REALTORS® were in attendance.

Signature of Participant