

STARGUIDE GEMM SERVICE AGREEMENT

As of the Effective Date and for good and valuable consideration StarGuide Information Services Inc. ("StarGuide") and The Client (as defined in the Client Data Sheet attached hereto) that the Client requests and StarGuide shall provide the Client and or its Users with the services described herein for the Term in connection with each of STARGUIDE GEMMs™ in accordance with the definitions, terms and conditions of this Agreement as follows:

I) DEFINITIONS

1. "Effective Date" means the date on which this Agreement has been accepted by the Client.
2. "Term" means the period from the Effective Date until a date which is seven (7) days from the date on which either party provided Notice to the other of its desire to terminate this Agreement.
3. "Notice" means notice in writing from the Client to StarGuide or StarGuide to the Client, as the case may be, in accordance with the terms of this Agreement.
4. "Client Data Sheet" is a schedule to this Agreement forming part of this Agreement, which contains Client Information, including information necessary to execute pre-authorized electronic funds transfers in accordance with this Agreement.
5. "STARGUIDE GEMM(s)" means the StarGuide GPS Enabled Mobility Module(s) device as featured on the StarGuide web site.
6. "STARGUIDE GEMM Hardware Price" is \$99.95 plus applicable taxes for each STARGUIDE GEMM Ordered and delivered to the Client.
7. "STARGUIDE GEMMs Ordered" means the number of STARGUIDE GEMMs ordered by the Client, under the Terms of this Agreement.
8. "STARGUIDE GEMMs Delivered" means the STARGUIDE GEMMs Ordered and delivered by StarGuide to the Client.
9. "STARGUIDE GEMM Delivery Date" means the date on which the StarGuide GEMMs Ordered are delivered to the Client.
10. "STARGUIDE GEMMs Active" means the number of STARGUIDE GEMMs in the possession of the Client and or the Client's Users which the Client has not specifically requested be deactivated through written Notice to StarGuide.
11. "STARGUIDE GEMM Reactivation Date" means the date on which inactive StarGuide GEMMs are activated by the Client via Notice to StarGuide.
12. "STARGUIDE GEMM User" means any person who has been issued with a STARGUIDE GEMM device by the Client and where such device and person, together with required information about such person, has been registered with StarGuide in accordance with the instructions provided by StarGuide and /or its agents.
13. "STARGUIDE GEMM Monthly Service Package" means the STARGUIDE GEMM service program which includes a maximum of 100 STARGUIDE GEMM Service Credits per month, which are replenished on the 1st of each month. Unused STARGUIDE GEMM Service Credits in any month DO NOT roll over to the next month.
14. STARGUIDE GEMM Service Credits" are deducted from the User's account when the User activates the GEMM for purposes of delivering information via email and/or SMS to the User's cell phone and /or other email addresses designated in the User's account, as specified by the Client. Star Guide GEMM Monthly Service becomes inactive if the STARGUIDE GEMM Service Credits balance reaches zero. Such balance may be replenished at any time through the purchase additional STARGUIDE GEMM Prepaid Service Credits as explained herein. Star Guide GEMM Service Credit deductions are made in accordance with the following schedule:

<u>Type of Activation</u>	<u>Function</u>	<u>Deducted STARGUIDE GEMM Service Credits</u>
House Button Clicked Once	MLS Listing Information for properties for sale on the Block	1
House Button Clicked Twice	MLS Listing Information for properties for sale within 100 m	2
House Button Clicked Three Times	Notifies Realtor, by Email that User wants to view a property	1
House Button Held Down for 5 Seconds	Emails User with record of GEMM Activations	1
Star Button Clicked Once	Emails User's registered name & location to designated recipients	1
Star Button Held Down for 5 Seconds	Emails User's registered name, contact information & location to designated recipients	1

15. "STARGUIDE GEMM Monthly Service Fee" is a monthly service fee, prorated for fractional monthly periods, and is based upon the number of STARGUIDE GEMMs Active and is in accordance with the STARGUIDE GEMM Monthly Service Fee Pricing Schedule below. (which does not include taxes):

1 st Active GEMM	\$26.95	6 th Active GEMM	\$21.95
2 nd Active GEMM	\$25.95	7 th Active GEMM	\$20.95
3 rd Active GEMM	\$24.95	8 th Active GEMM	\$19.95
4 th Active GEMM	\$23.95	9 th Active GEMM	\$18.95
5 th Active GEMM	\$22.95	10 th Active GEMM	\$17.95
		Each Additional Active GEMM	\$17.95

16. "STARGUIDE GEMM Prepaid Service Credits" means a package of one hundred (100) STARGUIDE GEMM Activations by the User which may be separately purchased by the Client or the User *via credit card through StarGuide's automated telephone based system by calling 1.866.936.4366 and selecting option 5*. Unused STARGUIDE GEMM Activations in any month DO roll over to the next month. The price of the Ruby GEM Package as at the Effective Date is \$25.00, but StarGuide reserves the right to change such pricing from time to time.

II) AGREEMENT

1. **Delivery of STARGUIDE GEMMs.** StarGuide agrees to deliver to the Client the Number of STARGUIDE GEMMs Ordered by the Client.

STARGUIDE SERVICE CONTRACT

2. **Payment for STARGUIDE GEMMs.** On the STARGUIDE GEMM Delivery Date, the Client agrees to purchase from and pay StarGuide the STARGUIDE GEMM Hardware Price for all STARGUIDE GEMMs Delivered.
3. **Provision and Purchase of STARGUIDE GEMM Monthly Service Package.** For the Term of this Agreement, StarGuide agrees to provide and the Client agrees to purchase from StarGuide, the STARGUIDE GEMM Monthly Service Package commencing on the STARGUIDE GEMM Delivery Date and or the STARGUIDE GEMM Reactivation Date at a price equal to the StarGuide GEMM Monthly Service Fee and continuing each and every month for all STARGUIDE GEMMs Active. The number of STARGUIDE GEMMs Active and the Client's corresponding STARGUIDE GEMM Monthly Service Fee may be adjusted by the Client in accordance with the terms of this Agreement.
4. **STARGUIDE GEMM Activation, Deactivation & Reactivation.** All STARGUIDE GEMMs Delivered will automatically be active on the STARGUIDE GEMM Delivery Date. The Client may deactivate and / or reactivate any STARGUIDE GEMM upon Notice to StarGuide, where such notice contains the number(s) of the STARGUIDE GEMMs to be activated and/or deactivated. Refunds will not be issued for STARGUIDE GEMM Monthly Service Fees already billed to the Client.
5. **STARGUIDE GEMM Monthly Service Fees Due in Advance Each Month.** STARGUIDE GEMM Monthly Service Fees are due in advance for each month of service for the Term of this Agreement. For new STARGUIDE GEMMs Delivered to the Client or for previously delivered STARGUIDE GEMMs which have been reactivated at the Client's request, such fees will be due on the STARGUIDE GEMM Delivery Date and/or the STARGUIDE GEMM Reactivation Date, as the case may be, and will be pro-rated for the fraction of the month from such date until the end of the month in which said date occurs. Following such initial pro-rated billing, STARGUIDE GEMM Monthly Service Fees are due on the first (1st) day of every month in advance as pre-payment of service for said month.
6. **Pre-Authorized Electronic Payment.** The Client will pay all amounts due and payable to StarGuide via pre-authorized electronic funds transfer and as such the Client expressly authorizes StarGuide to charge Client's credit card and /or bank account and or other preauthorized payment vehicle the amount of any charges due and payable under the terms of this Agreement. This will constitute StarGuide's sufficient authority for doing so. Client promises that the credit card and/or banking information which Client has provided information to StarGuide is in Client's name, is valid and has not expired. Client promises to promptly advise StarGuide if Client's credit card and/or banking information changes due to its loss, theft, cancellation or expiry.
7. **Termination.** Either Party may terminate this agreement upon seven (7) days written notice. Upon the end of the Term, and payment of any outstanding amounts owed by the Client to StarGuide or by StarGuide to the Client, neither party will have any further obligation to the other under this Agreement.
8. **Impact on User's Cellular Telephone Usage.** The Client agrees to notify all STARGUIDE GEMM Users that use of the StarGuide GEMM will result in a slight increase in the User's cellular telephone usage and could consequently potentially (though not necessarily) slightly increase said User's cellular telephone monthly billing amount. Such increase in cellular telephone usage comes about as a consequence of additional air time associated with calls to StarGuides toll free number and data reception associated with receiving information requested by the User and provided by StarGuide. Any charges associated with such increase in cellular telephone usage are the responsibility of the User. The Client specifically agrees that StarGuide is not responsible for reimbursing any costs which might be associated with such increase in the User's cellular telephone usage.
9. **Warranty and Return Policy.** Each STARGUIDE GEMM carries a one (1) year warranty during which time it will be replaced or repaired by StarGuide at no cost to the Client (other than shipping costs) provided that the device was not damaged. STARGUIDE DOES NOT WARRANT OR GUARANTEE THAT THE DEVICE, EQUIPMENT OR SERVICES WILL OPERATE ERROR-FREE OR WITHOUT FAILURE OR INTERRUPTION. STARGUIDE DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED.
10. **Limits On Liability.** STARGUIDE IS NOT LIABLE TO CLIENT OR ANYONE USING THE DEVICE OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING: I) DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION; II) ANY DAMAGES, INCLUDING LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICES OR THE DEVICE; III) LOSS, THEFT, DAMAGE TO OR UNAUTHORIZED USE OF THE SERVICES OR THE DEVICE; AND VI) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF STARGUIDE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
11. **Notice.** All client service requests and notices from the Client to StarGuide should be directed to the Client Service Department at the following telephone numbers or addresses: Telephone: 1-866-936-4366 Email Address: support@starguideinfo.com Fax: (604) 536-2998
12. **General.** The Client acknowledges that there are no other terms and conditions to this Agreement or subject matter contained herein, except as expressly contained or referenced herein.
13. **Governing Law.** This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by applicable laws and regulations of British Columbia, Canada. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations.

By signing below, the Client Acknowledges that it has read, understands and agrees with all the terms and conditions in this Agreement, including the limitation of StarGuide's liability, Client's joint and several liability with Users, and other terms and conditions set out in the schedules to this Agreement

CLIENT

STARGUIDE INFORMATION SERVICES INC

Client Data Sheet

This Authorization Form establishes automatic payment of charges incurred under your StarGuide Service Contract. Please fill out Section 1, EITHER Section 2A OR 2B and ALL of Section 3.

SECTION 1 Client Name _____ # GEMMS Ordered _____

SECTION 2A – Payment by electronic check > *Please also attach a blank check marked "VOID"* <

Bank name _____ Routing # _____

Name on Account _____ Account # _____

Account type (check one) Savings Checking Business Checking

SECTION 2B – Payment by credit card

Bank name _____ Routing # _____

Name on Account _____ Account # _____

Account type (check one) Savings Checking Business Checking

Section 3 – Authorization (ALL of this section must be completed)

I (we) hereby authorize StarGuide information Services Inc. ("StarGuide") to initiate payment transactions from the bank account or credit card account detailed above. On or about the 1st day of each month StarGuide will take from said account, the amount of the **Price of the Diamond STARGUIDE GEMM Buyer Loyalty Program** (as defined in the StarGuide Service Contract). This authorization is valid and to remain in effect unless I (we) provide StarGuide with written notification of its termination in such time and in such manner as to afford StarGuide a reasonable opportunity to act on it.

Customer Approval

Company _____

Signature _____

Print name _____

Title _____

Date _____

Customer Account Information

Company _____

Primary Phone _____

Real Estate Board _____

Street Address _____

City _____

Province / State _____ ZIP _____

Authorized Signature

STARGUIDE GEMM FEE TABLE

Total # GEMMs	Unit Selling Price	Total Selling Price	Average Selling Price
1	\$26.95	\$ 26.95	\$ 26.95
2	\$25.95	\$ 52.90	\$ 26.45
3	\$24.95	\$ 77.85	\$ 25.95
4	\$23.95	\$ 101.80	\$ 25.45
5	\$22.95	\$ 124.75	\$ 24.95
6	\$21.95	\$ 146.70	\$ 24.45
7	\$20.95	\$ 167.65	\$ 23.95
8	\$19.95	\$ 187.60	\$ 23.45
9	\$18.95	\$ 206.55	\$ 22.95
10	\$17.95	\$ 224.50	\$ 22.45
11	\$17.95	\$ 242.45	\$ 22.04
12	\$17.95	\$ 260.40	\$ 21.70
13	\$17.95	\$ 278.35	\$ 21.41
14	\$17.95	\$ 296.30	\$ 21.16
15	\$17.95	\$ 314.25	\$ 20.95
16	\$17.95	\$ 332.20	\$ 20.76
17	\$17.95	\$ 350.15	\$ 20.60
18	\$17.95	\$ 368.10	\$ 20.45
19	\$17.95	\$ 386.05	\$ 20.32
20	\$17.95	\$ 404.00	\$ 20.20
21	\$17.95	\$ 421.95	\$ 20.09
22	\$17.95	\$ 439.90	\$ 20.00
23	\$17.95	\$ 457.85	\$ 19.91
24	\$17.95	\$ 475.80	\$ 19.83
25	\$17.95	\$ 493.75	\$ 19.75