

PENSIO TENANTS ASSOCIATION MEMBER PLUS
MEMBERSHIP AGREEMENT





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This Pensio Tenants Association Member Plus Membership Agreement (“**the Agreement**”) is made as of the ____ day of _____, 20 ____ (the “**Effective Date**”)

Between:

Pensio Tenants Association, a Nevada company (“**Association**” or “**Pensio**”) administered by World Insurance Associates LLC.

-and-

____ (the “**Member**”) (“**You**” or “**Your**”)

who has applied for, and is hereby granted, Member Plus membership in the Association, the Pensio Tenants Association, entitling You the Member to Services described on www.pensiotenants.com allowing Member’s including but are not limited to the Pensio Rental Market Report Connect Link for residential rental market reports, newsletter, CyberSafe at Home assessment report, legal review of new lease of eviction notice, access to the Members Community moderated by a residential rental property specialist, Pensio Lender Connect Link, Emergency Rent Loan, EQ2 Equity Share Program, Broker Link to a rental property specialist insurance specialist providing rental property content and liability insurance and a Rent Guarantee in respect of Pensio paying a Member’s rent for up to 12 months to your Landlord in the event of a Member’s and their legal co-tenant involuntary job loss, total disability or partial disability.

Definitions

In this Pensio Tenants Association Member Plus Membership Agreement, the following terms will have the following meanings:

“**Administrator**” means World Insurance Associates LLC, www.worldins.net, which provides administrative services in connection with the Association and Your Demand in respect of the Rent Guarantee. Terence Gorman, Managing Director, Benefits Division, terencegorman@worldins.net.

“**Agreement**” means this Pensio Tenants Association Member Plus Membership Agreement and includes wherever the context permits each and any renewal thereof.

“**Default**” means in respect of any Member’s failure to pay the Monthly Membership Fee or Rent on time when due in respect of this Member Plus Membership Agreement and the Rent Guarantee.



“Demand” means a demand for payment by You to the Administrator under the Rent Guarantee, which includes but is not limited to all reasonably obtainable information respecting the time and circumstances of the Demand (along with a copy of the applicable Lease and any applicable documentation concerning satisfaction of any Member’s membership covenants requirements in accordance with this Agreement. Demands in respect of the Rent Guarantee must be submitted to the Administrator.

“Lease” means a valid and binding tenancy agreement for a residential rental Unit which is legal compliant in form, content, and any applicable disclosures as required by the applicable law in the jurisdiction where the Unit is located.

“Membership” means Member Plus Membership in the Pensio Tenants Association.

“Membership Services” means the services provided on www.pensiotenants.com allowing Member’s including but are not limited to the Pensio Rental Market Report Connect Link for residential rental market reports, newsletter, CyberSafe at Home assessment report, legal review of new lease or eviction notice, access to the Members Community moderated by a residential rental property specialist, Pensio Lender Connect Link, Emergency Rent Loan, EQ2 Equity Share Program, Broker Link to a rental property specialist insurance specialist providing rental property content and liability insurance.

“Registration” means providing your personal information, confirming a Member’s covenants in Section 1 (1.1) (5) of this Agreement, property Information should include: complete physical, mailing, and billing addresses; complete contact and billing information. Addresses must include street address, city, state, zip code of your rental unit, apartment number if applicable, and county as required. Contact information must include first and last names, date of birth, valid email, telephone numbers, and employers name, address, email and telephone number and if applicable name of your family doctor, address, email and telephone number.

“Rent” means the rent payable by a member subject to a legal and valid Lease.

“Rent Guarantee” means a Rent Guarantee issued to the Member Plus Member (subject to all limitations, terms and conditions contained therein), covering Pensio paying a Member’s and their legal co-tenant rent for up to 12 months to your Landlord in the event of a Member’s involuntary job loss, total disability or partial disability.

“Tenant” means the member that entered into a Lease for the applicable Unit and includes where applicable any other person authorized by the Lease and applicable law to occupy the Unit. (the **“Legal Co-Tenant”**).

“Term” means the twelve-month (12) period of the Member’s Member Plus Membership in the Association commencing on the Effective Date and, if applicable, consecutive one (1) year renewals by the Member thereof in accordance with this Agreement.

“Unit” means a residential rental Unit registered by the Member under this Agreement, and listed in Exhibit ‘A’, and for the purposes of this Agreement a Unit is registered where the Member’s application for Membership or renewal thereof relating to such Unit has been accepted by the Association.

“You” or **“Your”** refers to the Member specified in the caption above.



1. Member Plus Membership Program

Requirements for a Member enrolled in the Pensio Tenants Association Member Plus Membership Program are set forth below.

1.1 Pensio Tenants Association Member Plus Membership

- (1) The Member is hereby granted, Member Plus membership in the Association, entitling You the Member to Services described on www.pensiotenants.com allowing Member's including but are not limited to the Pensio Rental Market Report Connect Link for residential rental market reports, newsletter, CyberSafe at Home assessment report, legal review new lease or eviction notice, access to the Members Community moderated by a residential rental property specialist, Pensio Lender Connect Link, Emergency Rent Loan, EQ2 Equity Share Program, Broker Link to a rental property specialist insurance specialist providing rental property content and liability insurance and a Rent Guarantee in respect of Pensio paying a Member's rent for up to 12 months to your Landlord in the event of a Member's and their legal co-tenant involuntary job loss, total disability or partial disability, and
- (2) The membership fee (plus applicable taxes in all cases) for Member Plus Membership in the Association is payable by You to the Association on the first day of each month thereof as follows:
 - (a) a monthly membership fee as agreed upon and calculated on the www.pensiotenants.com web site during SIGN UP e-registration and calculated based on Your monthly rent in respect of Your Lease agreement for the Term.
 - (b) during the Term and each renewal thereof, on the first day of each month for twelve (12) consecutive months.
- (3) Member Plus Membership Services are subject to certain conditions and limitations, including those set out in this Agreement and the Rent Guarantee. By accepting the terms of this Agreement, making payment of the first month's membership fee the Member acknowledges and confirms that it, he or she reviewed the terms and conditions of this Agreement and the terms set out in the Rent Guarantee.
- (4) In the event the Member has a valid Demand under the Rent Guarantee, then the Member will pay any and all remaining unpaid membership fees for the Term as they relate to the Member. The Association reserves the right to deduct or offset any unpaid membership fees from any payments made by the Association under the Demand.

In the event You miss or fail to make two (2) consecutive payments or a total of three (3) payments within a six-month period, Your Member Plus Membership Agreement and Rent Guarantees contained in the Rent Guarantee to which these membership fees relate will be cancelled immediately and retroactively from the date of Registration or renewal of the Membership, whichever applies. The Association will NOT refund any payments.
- (5) Covenants for New Members: The Member represents, warrants and covenants, that the Member:
 - (a) confirm prior to Registration as a Member Plus Member with the Association, that there were no landlord judgments or eviction filings against the Member (from the last three (3) years) up to the date of Registration as a Member;



- (b) confirm prior to Registration as a Member Plus Member with the Association, that Your monthly Rent does not exceed forty five percent (45%) of Your gross monthly income (through review of such documents as the Tenant's most recent pay stub(s), bank statement(s), or tax filings);
 - (c) confirm prior to Registration as a Member Plus Member with the Association, that You have a legal valid and binding lease;
 - (d) confirm prior to Registration as a Member Plus Member with the Association, that You have confirmation from your employer that You have current long-term employment and are not subject to termination, layoff or aware of an impending strike or labor action by employees in respect of Your employer;
 - (e) confirm type of employment, ie: construction worker, nurse, administrator, doctor, lawyer, teacher, etc;
 - (f) confirm prior to Registration as a Member Plus Member with the Association you do not have a total disability or partial disability impeding Your ability to work; and
 - (g) You the Member Plus Member must retain documents to demonstrate compliance with the conditions set forth in Your Member Plus Membership Agreement and Rent Guarantee in the event of a Demand and if applicable, have agreed to provide the Association authorization to contact Your Unit Landlord in respect of document disclosure and the Association or the Association's Administrator paying rent on Your behalf if entitled to Rent Guarantees contained in the Rent Guarantee agreement.
- (6) Maximum rental Units. Registered by a Member. As a condition of Membership, the Member can only register in respect of a single municipal address (unless the Member receives prior written authorization from the Association).
- (7) Exclusions to Geographic Membership Services and Rent Guarantees. Subject to its terms, conditions and exclusions, this Member Plus Membership Agreement applies only to Members in a geographical jurisdiction permitted by law and regulatory authorities.

2. Electronic Disclosure and Consent

- 2.1** You consent to receive any and all documents (including the Member Plus Membership Agreement and Rent Guarantee and documents relating thereto), disclosures, notices and other communications, including any notice that may be legally required to be provided to You regarding this Agreement, in electronic form to the electronic mailing address that You have provided.
- 2.2** The Member's submission of an electronic enrollment shall constitute its acknowledgment that it has access to the software and hardware necessary to receive, by way of electronic means, disclosures and notices, including access to the internet, an electronic mailing address, Adobe Acrobat Reader, and a personal computer or other device which is capable of accessing the internet. To retain such disclosures and information, Your internet access device must have the ability to download to Your hard drive, or any external media storage, or be able to print the disclosures and notices. If, after You have consented to the terms and conditions of this Agreement, a change in the hardware or software requirements needed to access disclosures and notices related to this Agreement creates a risk that You will not be able to access or retain subsequent electronic disclosures and notices which are the



subject of this Agreement, we will provide You with a statement of the revised requirements for access to such disclosures and notices along with the right to withdraw Your consent.

- 2.3 It shall be the Member's responsibility to maintain accurate contact information with the Association and its Administrator and to contact the Association immediately if Your electronic or postal mail address changes. At Your written request, the Association shall provide You with a paper copy of materials, documents and disclosures related to this Agreement (and You may choose to not opt-in to electronic disclosure and consent; You are not required to receive documents electronically). Further, upon Your written request, You may withdraw Your electronic disclosure and consent under this Section.
- 2.4 The Member has read, agrees and acknowledges the terms and conditions of the Privacy Policy located on www.pensiotenants.com.

3. Membership Term

- 3.1 This Agreement and the Term will be renewed at the end of the then current Term upon receipt, subject to acceptance by the Association, of; (i) a properly completed renewal application provided by the Association and (ii) any applicable membership fee then payable. All required renewal materials shall be provided to the Association no later than 30 days prior to the applicable renewal date. Any applicable membership fee then payable shall be paid and due on the renewal date. Renewal shall not be effective until the Association is in receipt of the fully paid membership fee then payable.

4. Termination

- 4.1 The Association may terminate this Agreement, upon written notice given to the Member, if (a) the Member's application for Membership or any renewal thereof was inaccurate or untrue in any respect, or (b) if the Member has breached any of its representations, warranties or covenants or failed to satisfy its liabilities or obligations under this Agreement and the Rent Guarantee.

5. General Provisions

- 5.1 **Questions/Demands.** Following issuance of the Member Plus Membership Agreement and Rent Guarantee, the Member may direct all questions concerning the terms and services under the Member Plus Membership Agreement and the Rent Guarantee to the Administrator in accordance with the Administrator's contact information listed on the Rent Guarantee.
- 5.2 **Pensio Rental Market Report/Pensio Rental Market Specialist Advice.** Member Plus Membership Services are subject to change, modification, improvement or substitution at the Association's discretion, without notice. Although the Association will use all reasonable efforts to keep its information current and accurate, the Association makes no representations or warranties with respect to, and accepts no responsibility or liability for, any out of date or inaccurate information provided by it, or the Pensio Rental Market Reports, Newsletters, or Members Community are not barristers, solicitors or lawyers and no information provided should be construed as legal advice. The documents provided to Members by the Association may not be legally valid in Your or any jurisdiction. Provided documents should be treated only as samples or examples of what others have used in the past. Should You need legally binding documents for Your jurisdiction You should contact a barrister, solicitor or lawyer.



- 5.3 Binding Effect.** Neither this Agreement, the Rent Guarantee nor any rights or services hereunder may be assigned by the Member, without the prior written consent of the Association. This Agreement shall be binding upon and inure to the benefit of the Association and the Member, as well as their respective successors and permitted assigns, if applicable.
- 5.4 Entire Agreement and Governing Law.** In the event of any inconsistency between any provision of this Agreement and the Rent Guarantee, the Rent Guarantee shall govern. The terms of this Agreement constitute the complete and exclusive statement of the terms and conditions between the parties with respect to the subject matter hereof and supersede prior and contemporaneous oral or written statements which are inconsistent herewith. This Agreement shall be governed by the laws of the State of Nevada without giving effect to its principles of conflicts of law.
- 5.5 Amendment.** This Agreement may only be amended by written agreement duly executed by authorized representatives of the parties.
- 5.6 Privacy.** Any of Your personal information which the Association collects is subject to the Association's Privacy Policy, please visit our website at www.pensiotenants.com or contact us at info@pensiotenants.com.
- 5.7 Disclaimer of Liability.** In the absence of gross negligence or wilful misconduct on the part of the Association, the Association shall have no liability in regard to Membership Services or provided, by any third party or service provider. All third parties and service providers are independent contractors and not employees, partners or joint venture partners with the Association. In the absence of any gross negligence or wilful misconduct on the part of the Association, the Member agrees that demands with regard to such products or services shall be made solely and directly against the third party or service provider providing or performing the same and not the Association.
- 5.8 Indemnity and General Release.** Under no circumstances will the Association be liable for any special, indirect, incidental, punitive or consequential damages (including without limitation, loss of profit or revenue) arising out of or related to this Agreement, the Rent Guarantee or otherwise. Pensio Tenants Association are not barristers, solicitors, lawyers, and any advice provided should not be construed as legal advice. Should You need legal assistance You should contact your own barrister, solicitor or lawyer. Should you need information or to make a demand in respect of the Rent Guarantee, You are to contact the Administrator only.

Acknowledged and Agreed as of the Effective Date

James Li, Director of Membership
I have the authority to bind the Association



Exhibit A – Tenant Name and Rental Address

Tenant Name	Street Address	Unit/Apt. #	City	State	Zip Code