

Class Valuation Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING AN ORDER, YOU AGREE THAT THESE TERMS AND CONDITIONS WILL BE BINDING AND THAT THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING WITH RESPECT TO THE ORDER.

1. Services

Company will engage Independent contractors to provide Valuation Services which will be defined in the Engagement letter.

2. Licensing

In the event that any of the services being provided to Class Valuation requires the Contractor to carry a specific license, Contractor will, at all times during the Term of this Agreement, maintain proper licensing and/or certification, and cause its employees to maintain their proper licensing and/or certifications, if necessary. Contractor will also ensure that Class Valuation has received a copy of such license and/or certification, and prior to expiration of such license and/or certification, will provide Company with a copy of a renewed license. In the event of a change of status in Contractor's license and/or certification, Contractor will promptly notify Class Valuation and not accept any additional orders, if they are not eligible to, based on inactive status of their license and/or certification.

3. Payment Terms

Compensation

To ensure prompt payment, please submit a W-9 to accountspayable@classvaluation.com After the final report (credible and completed through QC) is received, the report will be considered completed.

Fees

The Contractor agrees and accepts the conditions of each order. The Contractor retains the right to decline the order or request a fee increase where necessary. Any such request must include a reasonable explanation which will be provided to the client for consideration. Payments Class Valuation will automatically send payment to you for all work completed.

Check Payments

Checks are mailed on the 15th of every month for reports completed and delivered to the Client the previous month. Payments made are in compliance with each regulatory agency's stated payment terms for appraisal management companies. Class Valuation is

currently licensed in all states where it is required and has confirmed that our payment policy is compliant with all state specifications. If you disagree with or have a question about your specific state, please do not hesitate to call us at accountspayable@classvaluation.com.

Direct Deposit Payments

On the 15th of the month, the Contractor will receive a deposit for all orders completed between the 16th and 31st of the prior month. On the 31st (or last business day of the current month), the Contractor will receive a deposit for all orders completed between the 1st and the 15th of the current month.

5. Compliance with Laws and Performance Standards

Contractor agrees that throughout the Term of this Agreement, Contractor will provide Class Valuation with any and all documentation and information requested by Class Valuation. Contractor also agrees to adhere to Class Valuation's standards and practices, including, but not limited to; communication, scheduling and delivery requirements, performance standards, and regulation compliance. Contractor also agrees to complete any assignments within the time period agreed upon between the parties when accepting an assignment from Class Valuation. Contractor agrees that it will not engage in any illegal activities in connection with this Agreement and performance of the services and Contractor hereby agrees to hold Company harmless from any damages (including attorney fees) suffered by Company as a result of any illegal activities.

6. Collected Data

As part of your services, you will be submitting certain data to Class Valuation, pertaining to real estate ("Data"). You must not submit Data that is offensive, profane, indecent, obscene, threatening, abusive, libelous or illegal. You must not alter, forge, misrepresent, or submit fraudulent Data. Your Data must not violate, plagiarize, or infringe the rights of others, and you will indemnify Class Valuation and hold Class Valuation harmless from all losses, claims, damages and expenses arising from your Data.

You grant Class Valuation a perpetual, worldwide, irrevocable, royalty-free license, with the right to grant sublicenses, to (i) modify and create derivative works based upon the Data, and (ii) reproduce, display and distribute the Data, modified versions of the Data and derivative works based upon the Data. Class Valuation may, but is not obligated to, review the Data prior to, or at any time after the Data is first submitted to Class Valuation. Class Valuation may refuse to accept or use any Data that, in Class Valuation's sole discretion, is in violation of these Terms and Conditions, offensive, defamatory or otherwise inappropriate, or might expose Class Valuation to any claim by or liability to any third party. No use of any Data is a waiver of Class Valuation's right to cease the use of Data. Class Valuation's right to review, refuse, and cease the display of Data is not an assumption by Class Valuation of any responsibility for the Data.

7. Confidentiality

Contractor agrees to keep all information provided to them or obtained from Class Valuation in the course of this Agreement, that is not generally known to the public confidential. Confidential Information shall include information relating directly or indirectly to Class Valuation or its Business, including, but not limited to, Class' documents, employees and employee lists, fees, research, operations, services, transactions, know-how, applications, databases, supplier information, partnerships and investments, innovation strategies, proof of concepts, financial information and records, marketing information, supplier lists, sales and marketing information/strategies, product plans, designs, Clients, Client Information, completed or pending mergers and acquisitions, business relationships with related enterprises, and any other information entrusted in confidence to Contractor, whether written or oral. Confidential Information does not include information that: (i) becomes generally available to the public other than as a result of disclosure by Contractor; (ii) was available on a non-confidential basis to Contractor before its disclosure to Contractor by Class Valuation; or (iii) becomes available to Contractor on a non-confidential basis from a source other than Class Valuation, provided that such source is not bound by a confidentiality agreement with Class Valuation or its representatives.

8. Indemnity

Agent shall indemnify, hold harmless and defend Class Valuation, its shareholders and the directors, officers and employees to them and their respective successors, assigns and related parties, from and against any and all losses, claims, damages, costs, expenses or liabilities, including but not limited to reasonable attorney's fees and court costs resulting from the failure of Agent to perform the services or observe any covenant, term or condition of the Agreement, the material breach by Agent of any representation or warranty made by it in this Agreement, or the negligence of Agent in the performance of any services, covenant, term or condition of the agreement.

9. Apprentices, Trainees, and Third-Party Service Providers:

Vendor shall not utilize any third-party service provider, nor shall Vendor share any login information or login credentials with a third-party without the prior written consent of Class Valuation. In the event that Class Valuation provides written consent to utilize a third-party, nothing in this section shall be construed to create any contractual relationship between Class Valuation and such third-party service provider. Vendor acknowledges and agrees that Vendor shall remain fully responsible for all actions of any third-party that is utilized.

10. Assignment

Class Valuation may assign its rights and obligations under these Terms and Conditions without your consent. You may not assign any of your rights and obligations under these Terms and Conditions without the prior written consent of Class Valuation.

11. Notices

Any notice permitted or required to be given by Class Valuation under these Terms and Conditions will be given and effective when sent Class Valuation.

12. Damages

If Contractor brings a claim against Class Valuation based on the services rendered, Contractor is limited to seeking damages in the amount of the initial fees agreed upon for the services.

13. Governing Law

These Terms and Conditions will be interpreted and construed in accordance with the laws of the State of Michigan. Any action arising out of, or relating to, this Agreement may be brought in courts situated in Michigan, and you consent to the jurisdiction of such courts.

14. General

If any of these Terms and Conditions conflict with any applicable statute or rule of law, the affected Terms and Conditions will be deemed inoperative. If any part of these Terms and Conditions is held illegal, void or ineffective, the remaining portions will remain in full force and effect. No failure by either party to take any action or assert any right under these Terms and Conditions will be deemed to be a waiver of that right in the event of the continuation or repetition of the circumstances giving rise to that right.