

TERMS AND CONDITIONS AGREEMENT

AGENT | BROKER | BROKERAGE

IMPORTANT – READ CAREFULLY: This **TERMS AND CONDITIONS AGREEMENT** ("**Agreement**") is a legal contract between you (either an individual or a single business entity, hereinafter referred to as "**Broker**" or "**Brokerage**") and **KEYSTONE ASSET MANAGEMENT, INC.**, a Pennsylvania corporation with a principal place of business at 890 Forty Foot Road, Suite 110, Lansdale, Pennsylvania 19446 ("**Keystone**"). The entities and/or individuals accepting and agreeing to this Agreement may be referred to individually as a "**Party**" or collectively as the "**Parties**".

BY SELECTING THE "ACCEPT TERMS AND CONDITIONS" OPTION AND SUBMITTING THROUGH THE PROVIDED INTERFACE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT as of this date (the "Effective Date").

RECITALS

WHEREAS, Keystone, as a function of its business, provides real estate property services including but not limited to property valuation reports and property marketing, management and liquidation, and from time to time, may desire to engage Broker or a licensed real estate sales agent employed by, or affiliated with, Broker/Brokerage as an independent contractor to assist Keystone either directly or on behalf of its customers and clients to fulfill such service and business obligations; and

WHEREAS, Broker: (i) is a licensed real estate broker and/or agent in good standing under the laws and governing board, bodies, agencies and the like of the state(s) in which Broker holds such licensing; (ii) is a good standing member of the Multiple Listing Service(s) relative to and associated with the market(s) in which Broker represents it conducts services; (iii) currently and professionally practices real estate; and (iv) either owns, is employed by, affiliated with, or an independent contractor of, Brokerage; and

WHEREAS, "**Broker**" shall refer to the aforementioned licensed real estate broker or agent and all applicable employees, temporary employees, consultants and/or contractors providing administrative and/or operational assistance on behalf of the aforementioned licensed real estate broker and/or agent; and "**Brokerage**" shall refer to the managing Broker, the entity practicing real estate, and all employees, temporary employees, consultants and/or contractors of Brokerage; and

WHEREAS, Brokerage is duly organized and validly existing, in good standing under the laws of the jurisdiction of its organization; and

WHEREAS, the Parties are desirous of entering into this Agreement per the terms defined herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the recipient and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

Capitalized terms used in this Agreement shall have the following meanings unless otherwise defined within herein:

- "**Clients**" shall collectively refer to Keystone's clients, customers, sellers, and any third-party entity or individual, which include but are not limited to financial institutions, mortgage originators and servicers, credit unions, private equity and institutional investors, non-profit organizations, owners and holders of mortgage notes and loans or real estate, in which Keystone provides its products and services to on a one-off or recurring basis.

- **“Confidential Information”**, specifically defined in Section 7 herein, shall refer to all information, documentation, and the like deemed as classified, confidential, non-public, proprietary or sensitive by Keystone and Clients.
- **“GLB Act”** shall refer to the Gramm-Leach-Bliley Act.
- **“Inspections”** shall refer to real estate property reports, such as the evaluation of asset condition, occupancy or a like requirement, initiated by Keystone, either for direct use or on behalf of its Clients relating to real estate properties requiring such assessment.
- **“KPS”** shall refer to Keystone’s proprietary system, infrastructure and user inference portal in which Broker / Brokerage will be required to operate, in addition to any designated third-party platforms.
- **“Referral Fee”** shall refer to a fee owed to Keystone by Broker/Brokerage, as set by Keystone in its sole discretion, on assigned REO Property Referrals, as defined herein, in which Broker/Brokerage has earned commissions given that Keystone is the procuring source of such REO Property Referrals and earned commissions.
- **“Reimbursable Expenses”** shall refer to approved and incurred expenses by Broker while performing assigned Services, as defined herein, in which such Broker is to submit approved and incurred expenses to Keystone or the designated entity/platform for future reimbursement.
- **“REO Property Referrals”** shall refer real estate owned properties under Keystone’s management that are directly or indirectly owned, managed or serviced by Keystone’s Clients, and require management, marketing and/or liquidation services of a licensed real estate professionals, such as brokers and/or agents.
- **“Service Scopes”** shall refer to all addenda; agreements; assignment letters and/or packages; contracts; documents; engagement letters; performance and quality guidelines; service confirmation memorandums; service level agreements; statements or scopes of work; and like documentation provided by Keystone or a designated Keystone representative relating to Services, as defined herein, whether general or specific, required of Broker and/or Brokerage.
- **“Services”** shall refer to all services and products provided, either directly or indirectly, by Broker / Brokerage to Keystone, either directly or on behalf of its Clients.
- **“Solutions”** shall refer to all products; services; solutions; support and offerings Keystone provides to its Clients and/or related third-party entities or individuals.
- **“Third Party Platforms”** shall refer to any third-party systems; platforms; user interfaces; and/or management applications required by either Keystone or its Client for Broker / Brokerage to complete entire, or components of, Services.
- **“Valuations”** shall refer to real estate property valuation reports, such a Broker Price Opinion, Comparative Market Analysis, or like report, initiated by Keystone, either for direct use or on behalf of its Clients, relating to real estate properties requiring such assessment.
- **“Vendors”** shall refer to all applicable vendors, subcontractors or third-party entities not affiliated with Broker / Brokerage in which such Broker / Brokerage engages, hires, or solicits services from in order to complete and fulfill required tasks and responsibilities associated with Services.

2. **Master Agreement Scope.**

This Agreement is intended to outline the terms and conditions surrounding the professional engagement between Keystone and Brokerage / Broker with respect to Services initiated by Keystone. It is understood by Broker / Brokerage that unless specifically stated otherwise by designated Keystone personnel, Keystone’s Clients and those they may represent are the direct beneficiary(ies) of the Services provided under this Agreement. Upon initiation of the Services, Keystone will provide Service Scopes outlining requirements, fee structures, contact information, procedures, policies, and like information, specific and applicable to the Services initiated. Service Scopes will coincide with the terms and

conditions stated herein and will align and reflect with Keystone's internal operational procedures and contractual obligations to its operation and its Clients.

3. Services and Performance Standards.

Brokerage / Broker hereby agrees to deliver and perform Services within accepted Service Scopes and in a thorough and good workmanlike manner; in compliance with applicable industry standards and guidelines; and in compliance with all applicable federal, state and local laws or governing regulations.

4. Invoicing and Payment.

4.1. Invoicing Accountability: Keystone and Broker shall maintain complete and accurate records of and supporting documentation for the amounts billable to and payments made by Keystone on behalf of its Clients hereunder and in accordance with generally accepted accounting principles. Broker agrees to provide Keystone with all required documentation and information with respect to each invoice as required by Keystone to verify accuracy and compliance with the provisions of this Agreement and Service Scopes prior to the processing of any due payment relating to the Services and/or Reimbursable Expenses.

4.2. Invoice Submission: All applicable and approved invoices associated with the Services and/or Reimbursable Expenses are to be submitted through KPS unless solely directed otherwise by Keystone within Service Scopes. Invoices not submitted within the timeframes herein are subject to rejection by Keystone and its Clients without liability or obligation of payment unless written exception approval by Keystone has been provided. Broker and Brokerage hereby waive any rights to collect payment on any invoice not submitted or addressed within the terms of this Agreement and accepted Service Scopes.

4.2.1. Inspections and Valuations: Unless stated otherwise in writing by Keystone, Broker will not be required to submit invoices for the completion of Inspections or Valuations should a fee be agreed to at the engagement of, and prior to the completion of, such Inspections or Valuations. If Keystone provides Broker with such request, Broker is to provide an acceptable invoice to Keystone based on Keystone's guidelines within fifteen (15) calendar days from the completion of related Inspections or Valuations.

4.3. Payment: Payments issued by Keystone for submitted invoices per the terms herein shall be made by ACH / EFT or by check to Brokerage. ACH payments to Brokerage shall be made directly to Brokerage or a directly associated business account and not to independent third-parties, individuals or personal accounts other than to Brokerage's account with a reputable bank or party approved in writing and confirmed by Brokerage and Keystone. Keystone will make a good faith effort to issue payment by the later of forty-five (45) business days from receipt and approval, or the next invoice payment cycle. Payments made by check to Brokerage may be subject to a reasonable administration processing fee per check issued at the sole discretion of Keystone. In such instances and should this apply, Keystone will withdraw the reasonable administration processing fee from the total amount payable on the check issued. The terms within this Section 4.3 shall supersede any conflicting terms within Service Scopes.

4.3.1. Reimbursable Expenses for REO Property Referrals: From time to time and in connection with the Services relating to REO Property Referrals, and in conjunction with associated and accepted Service Scopes, Broker will be required to advance funds for the payment of Reimbursable Expenses. Reimbursable Expenses, with the exception of those defined in Section 17.4.15 herein, are to be submitted to Keystone or the designated invoice management platform within the earlier of twenty (20) calendars days from: (i) invoice payment by Broker or the completion of an approved service associated with the applicable invoice, or (ii) the completion of Services associated with REO Property Referrals, such as the settlement of sale or assignment termination/withdrawal relating to a subject property, unless stated otherwise by Keystone. All Reimbursable Expenses must be submitted at the cost incurred by Broker and not "marked-up" additionally, and shall be accompanied by appropriate documentation to validate such

Reimbursable Expenses, which includes but is not limited to: photograph documentation of the completion of an approved service; valid and legible copies of the original invoice incurred by Broker; and/or proof of payment, such as copies of a check or receipt, of the submitted invoice. Keystone reserves the right to reject any submitted Reimbursable Expenses that do not have the required documentation for validation. Unless stated otherwise in writing by Keystone, Broker will not be required to upload invoices related to commissions earned relating to REO Property Referrals.

- 4.4. Third-Party Invoice Management Systems: Broker / Brokerage shall not be entitled to the reimbursement of any fees or costs associated with or incurred through the use of a third-party invoice management system in the event such system is required.
- 4.5. Dispute Resolution: Broker shall be responsible to inform Keystone of any issues or disputes relating to invoice submission processes, invoice processing, rejected invoices, and/or invoicing payment. Such issues and disputes must be addressed in writing to designated Keystone personnel within fifteen (15) calendar days of the date of invoice rejection or verified dispute awareness. Issues and disputes brought to Keystone's attention after fifteen (15) calendar days are subject to rejection based on Keystone's processes herein and its obligations for the Solutions it provides to its Clients. Keystone and Keystone's Clients shall not be deemed liable for Broker's failure to address any invoicing disputes per the terms herein.

5. Records, Record Retention and Audits.

Broker shall maintain books, records, and files with respect to any and all Services as it relates to this Agreement. Broker shall maintain additional books, records, and files as customary in the industry in accordance with industry standards, but for no less than seven (7) years after completion of Services. Broker agrees to permit Keystone or designated representatives of Keystone appropriate access to examine and audit Broker's records with respect to the Services, whether pre- or post- completion, at all times deemed commercially reasonable and upon commercially reasonable notice. This Section 5 shall survive termination of this Agreement.

6. Indemnification.

Broker and Brokerage (individually or collectively for the purposes of this Section 6, the "**Indemnifying Party**") agree to indemnify, hold harmless, and defend Keystone, its affiliates, officers, representatives, Clients, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as an "**Indemnified Party**") from and against any and all: (i) liabilities, claims, actions, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, to third parties (other than liability solely the fault of the Indemnified Party) arising from the acts or omissions of the Indemnifying Party or its subcontractors or agents in the performance of its obligations hereunder, or the Indemnifying Party's breach hereof; (ii) claims, actions, liabilities, damages, judgments, costs and expenses (including reasonable attorneys' fees and expenses) arising out of any claims relating to civil or criminal misconduct, and/or claims for personal injury, tangible property damages, or death arising out of or related to any acts of negligence, tortious activity, illegal acts or misconduct caused by the Indemnifying Party, its employees, agents, subcontractors or representatives; and (iii) claims of intellectual property infringement arising from Services completed hereunder. The Indemnifying Party's obligation to indemnify shall survive the expiration or termination of this Agreement by either Party for any reason. The Indemnifying Party shall conduct the defense in any such third-party action arising as described herein with counsel reasonably acceptable to Keystone, and Keystone shall cooperate with such defense.

7. Confidential Information.

- 7.1. Confidential Information: Broker and Brokerage acknowledge that they will be exposed to Confidential Information, whether oral, written, or visual and in any medium, relating to Keystone, Keystone's Clients, directors, officers, employees, customers, agents, representatives or affiliates (collectively for this Section 7, the "**Disclosing Party**"). Confidential Information includes, but is not limited to: loan, foreclosure and

mortgagor information; real estate property values; communication related to Inspections, Valuations, Asset Referrals and subject real estate properties; notes, analyses, compilations, forecasts, studies, financial results; Keystone's Clients, whether current or potential, lists, contact information and preferences; contracts with Keystone's Clients, accounts, insurers, vendors and suppliers; Solutions, products and services concepts and development plans; marketing and business development strategies; software and information systems and interfaces; policies and procedures; regulatory matters; information about Keystone's employees (including compensation arrangements); any other information that a person familiar with the mortgage business, real estate sales and brokerage business, and related businesses should reasonably believe is proprietary, confidential or constitutes a trade secret of Keystone; other reports, interpretations, forecasts, books, proprietary calculators and analytic tools, and records containing or otherwise reflecting confidential or proprietary information; and loan applications, credit reports or otherwise private financial or other information of applicants. For purposes of this Agreement and applicable Service Scopes, the terms "nonpublic personal information" and "financial institution" shall have the meanings set forth in Section 509 of the GLB Act and implementing regulations thereof.

- 7.2. Safeguarding of Confidential Information: Broker and Brokerage agree that it: (i) will safeguard Confidential Information to the extent required by law and (ii) will not share, distribute or sell Confidential Information except as expressly authorized by Keystone and as permitted by law. To the extent that Broker or Brokerage places such Confidential Information in its own files or software, including websites and public material, and/or computer systems, Broker and Brokerage agree to have in place commercially reasonable security precautions, firewalls, encryption methods, password controls and audits to prevent unauthorized access to Confidential Information.
- 7.3. Unlawful Disclosure: In the event that a subpoena or other legal process that in any way concerns Keystone and Confidential Information shared to Broker or Brokerage is served upon Broker or Brokerage, Broker or Brokerage agree to notify Keystone in the most expeditious fashion possible following receipt of such subpoena or other legal process and to reasonably cooperate with Keystone to contest the legal validity of such subpoena or other legal process. Broker and Brokerage agree to take all reasonable steps to prevent the disclosure, publication, or dissemination of Confidential Information to any other person, entity, or governmental agency, except where into the extent specifically required by law. This Section 7 shall survive termination of this Agreement.

8. Agreement.

This Agreement, including accepted Service Scopes referred to herein, constitutes the entire agreement between Keystone, Broker and Brokerage on the specific subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties with respect to the same or similar subject matter. Accepted Service Scopes referred to herein shall be read together with this Agreement to determine a Party's intent. This Agreement is to be applied to all active and future Services and Service Scopes between the Parties. If there is a conflict between or among Service Scopes and this Agreement and unless stated otherwise herein, the Service Scopes shall supersede for the specific term or condition associated with the Services in question. Any amendments to this Agreement will be issued by Keystone for formal acceptance and/or acknowledgement.

9. System Access, Privacy and Security.

- 9.1. License Grant: Keystone, subject to the terms and conditions of this Agreement (including Broker's payment of any due fees), grants to Broker and Brokerage a nonexclusive, nontransferable license, under Keystone's intellectual property rights to access KPS for the purposes set forth hereunder.
- 9.2. No Implied License: There are no implied licenses under this Agreement, and any rights not expressly granted to a Broker hereunder are reserved by Keystone.

- 9.3. Permitted Uses: Broker and Brokerage, as well as their respective employees and agents who are authorized to access KPS (each, an “**Authorized User**”), may use KPS for: (i) business and workflow requirements relating to the Services Broker is to perform hereunder; and (ii) certain storage of data generated by or derived from the Broker’s use of KPS.
- 9.4. Restricted Uses: Broker, Brokerage and their Authorized Users shall make no attempt to: (i) alter, modify, improve, reverse engineer, disassemble or decompile KPS; (ii) sublicense or transfer any of Broker’s and Brokerage’s rights under this Agreement, or otherwise use KPS and information contained therein for the benefit of anyone other than Broker and individuals or entities to whom Broker provides services to; (iii) allow access to or permit any third parties other than the Authorized Users to use KPS; or (iv) disclose, use, disseminate, reproduce or publish any portion of KPS for any purpose other than as defined above in Section 9.3 (Permitted Uses).
- 9.5. Dataflow: Broker and Brokerage acknowledge and agree that Keystone does not and cannot control the flow of data to or from certain aspects of KPS and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inaction of such third parties can impair or disrupt connections to the Internet (or portions thereof). Although Keystone will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Keystone cannot guarantee that such events will not occur. Accordingly, Keystone disclaims any and all liability resulting from or related to such events.
- 9.6. Ownership: Keystone retains all right, title and interest in and to all intellectual property rights that embodies KPS and all proprietary information and technology used by Keystone, or provided to Broker and Brokerage, in connection with KPS, including, without limitation, Keystone’s website, all aspects and components of KPS and any and all improvements, updates, and modifications thereto.
- 9.7. Maintenance and Updates: During the term of this Agreement and as solely deemed necessary and/or required by Keystone, Keystone may provide Broker / Brokerage and its Authorized Users, general users, third parties, and/or system applications with technical corrections, modifications, updates and general or required maintenance (collectively, “**General Maintenance**”) to KPS. As such, Keystone will make every reasonable attempt to implement any General Maintenance during non-peak hours in an effort to not interrupt KPS access.
- 9.8. Technical Support: Keystone shall make available reasonable technical assistance with respect to Broker’s / Brokerage’s access to and use of KPS, analysis of problems or technical difficulties, and the initial establishment of workflow related to the Services (collectively, “**Technical Support**”). Technical Support will be offered during Keystone’s normal business hours of operations and shall be governed by Keystone’s standard operating and technical policies and procedures.
- 9.9. Information Security: Broker and Brokerage agree to maintain reasonable security measures to safeguard Confidential Information including, but not limited to, the following: (i) access controls on Confidential Information including controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing Confidential Information to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Confidential Information, such as buildings, computer facilities and records storage facilities, to permit access only to authorized individuals; (iii) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into systems containing Confidential Information; (iv) measures to protect against destruction, loss or damage of Confidential Information due to potential environmental hazards, such as fire and water damage or technological failures; and (v) training staff to implement the information security measures.
- 9.10. Data Integrity: Broker and Brokerage are responsible for the accuracy and integrity of the data and information it provides Keystone as requested or required. As such, Broker and Brokerage are to be responsible for any additional incurred costs that arise as a direct result of incorrect or invalid information.

10. **Term and Termination.**

This Agreement is effective as of the Effective Date and date of acceptance per the terms herein. Keystone may, in its complete and sole discretion, terminate this Agreement and/or any Services and Service Scopes at any time, with or without cause and without any liability or future obligations and without payment of any incomplete Services or of any undue commission with the exception of previously approved Reimbursable Expenses.

11. **Representations and Warranties.**

11.1. **Mutual Representations, Warranties and Covenants:** The Parties represent and warrant that as of the date of this Agreement:

11.1.1. Each is duly organized and validly existing and/or licensed, in good standing under the laws of the jurisdiction of its organization, and have the requisite power and authority to enter into this Agreement.

11.1.2. This Agreement constitutes a valid and legally binding contract and is enforceable in accordance with its terms, subject to debt or relief laws and limitations as to certain equitable remedies.

11.2. **Broker and Brokerage Representations, Warranties and Covenants:** Broker and Brokerage represent and warrant that as of the date of this Agreement:

11.2.1. There is no action, proceeding, or investigation pending or threatened that questions the validity or prospective validity of this Agreement, insofar as the Agreement relates to Keystone or any essential element upon which this Agreement depends.

11.2.2. There are no actions, proceedings or investigations by any governmental authority with authority to issue, suspend, revoke or otherwise alter Broker and/or Brokerage's professional licensure.

11.2.3. In the event actions, proceedings, or investigations arise during the term of this Agreement, Broker and Brokerage agree to immediately inform Keystone and assume responsibility for any liability incurred to Keystone and those parties defined as "Indemnified Parties" within Section 6 herein that arise from such actions, proceedings or investigations.

11.3. **Broker Representations, Warranties and Covenants:** Broker represents and warrants that as of the Effective Date of this Agreement Broker has conferred with the broker of record, managing broker and/or or other management of Brokerage and that Broker has the actual authority to bind Brokerage to the terms and conditions of this contract.

12. **Insurance Requirements.**

Broker and Brokerage shall maintain and provide Keystone with evidence of sufficient General Liability and Errors and Omissions insurances in accordance with industry standards. Keystone reserves the right to require additional insurance coverage as well as be named as an additional insured party and/or certificate holder on such certificate of insurance in its sole discretion, as its legitimate business needs may require.

13. **Background Checks.**

Broker, as required by Keystone's Clients and/or Keystone directly and at Broker's own expense and time, may be subject to perform a background check on itself or directly associated employee personnel. Upon such request, Keystone will advise Broker of the proper procedures and requirements of any required background checks, as well as the acceptable entity(ies) to perform the background checks. As such, Broker agrees to accommodate and perform and submit its completed background check within two (2) weeks of Keystone's request or a timeframe deemed reasonable by Keystone. Keystone, without any liability or obligation, reserves the right to place a hold on or reassign active Services or enlist Broker as ineligible for future Services until required background checks are submitted and validated.

14. Relationship Between Keystone, Broker and Brokerage.

Broker and Brokerage are not employees, agents, affiliates or partner of Keystone and shall perform its agreed obligations as independent contractors. Broker's and Brokerage's personnel shall not be considered employees of Keystone's within the meaning or application of any federal, state, or local laws or regulations. Broker and Brokerage shall be responsible for the payment of wages, salaries, and other applicable amounts due to its personnel in connection with their performance hereunder, and shall be responsible for all applicable payroll reports and obligations, including but not limited to withholding, social security, unemployment insurance, workers' compensation, immigration and naturalization, and similar items. This Agreement and was negotiated in an "arm's length" manner. Keystone, Broker and Brokerage warrant that this Agreement and accepted Service Scopes have not been procured through unfair or unethical conduct. This Agreement is solely for the benefit of Keystone, Broker and Brokerage hereto and no other persons.

15. Survival of Obligations.

Upon termination of this Agreement for any reason, all provisions contained herein shall continue in effect as to disputed matters connected with this Agreement until fully resolved as shall all provisions contained herein that are either expressly, or by their nature, meant to survive termination or expiration of this Agreement, including without limitation Sections 4, 5, 6, 7, 8, 10, 14 and this Section 15. Furthermore, the respective obligations of Broker and Brokerage under this Agreement relating to indemnification for breach of duties, representation or warranties, and confidentiality obligations contained in this Agreement shall survive the termination of this Agreement.

16. Code of Conduct / Ethics.

Broker acknowledges its representation of Keystone and its Clients in the Services to be performed hereunder. As such, the reputation of Keystone and its Clients depends on the ethical conduct of Broker. Broker shall conduct actions in accordance with all applicable industry ethical standards all actual or potential conflicts of interest. Broker is to exemplify excellent corporate citizenship by respecting human rights and generally committing to corporate responsibility. Broker shall comply with all applicable federal, state and local laws governing its operation. Broker shall comply with all applicable health, safety, welfare and child labor laws, employing only workers who meet the applicable minimum legal age requirement for their location while maintaining a safe work environment free of exposure to health risks. Broker shall not discriminate in hiring, discipline or promotion with regard to race, color, national origin, citizenship, creed, religion, age, sex, marital status, sexual orientation, gender identity, disability, veteran status, or any other status protected under any applicable law. Broker shall adhere to all applicable environmental laws and regulations.

17. Broker and Brokerage General.

17.1. Communication: All communication and correspondence regarding this Agreement, Service Scopes and Services between Keystone and Broker shall be only to Keystone directly and not its Clients or a third-party representative unless specifically stated otherwise in writing by Keystone. Broker is prohibited from executing any documents, contracts or the like in the name of or on behalf of Keystone or its Clients.

17.2. Financial Resources and Vendor Payment: Broker acknowledges that it has the ability to advance funds for payments and expenses required within Service Scopes on behalf of Keystone and its Clients, including but not limited to Reimbursable Expenses. Broker and Brokerage shall be responsible for the timely payment to Vendors and/or appropriate entities relating to Reimbursable Expenses and invoices prior to their submission to Keystone and consistent with the terms of Services, Service Scopes and industry standards. Broker and Brokerage agree to hold harmless Keystone and its Clients for any damages, fees, claims, liability or like losses incurred as a result of past due, partial payment or nonpayment of invoices by Broker or Brokerage to any Vendors or appropriate entities.

17.3. Third-Party Vendors and Platforms:

17.3.1. Third-Party Vendors: Broker acknowledges that it has the required networks of Vendors to assist in the performing of services required within Service Scopes that include, but are not limited to: real estate property repairs, preservation, maintenance, field services and inspections. Broker acknowledges that all Vendors must be properly licensed and insured to complete any required services should such licensing and/or insurance be applicable to the intended use of such Vendor. Keystone reserves the right to receive copies of a given Vendor's license and/or insurance prior to deeming any tasked service as complete and remitting payment associated with the engagement of such Vendors. Broker shall not engage Vendors in which Broker or Brokerage or any relatives employed or Vendors in which Broker owns an interest unless such ownership interest has been disclosed in writing to and approved by Keystone. Keystone reserves the right not to remit any payment for Broker's failure to comply.

17.3.2. Third-Party Platforms: Broker acknowledges that from time to time, Broker may be required to utilize Third-Party Platforms in addition to KPS. Broker shall be responsible for any and all membership fees, technology fees, annual dues, and the like for the use of any required Third-Party Platforms, as well as ensuring all tasks and obligations of engaged Services are maintained in any Third-Party Platforms as well as KPS.

17.4. Broker Capabilities: In conjunction with any terms and conditions defined within accepted Service Scopes, Broker, at minimum, must have the following capabilities:

17.4.1. Acceptance of Service Scopes: Broker must have the resources and ability to review and accept / reject Service Scopes for engaged Services within six (6) business hours of receipt.

17.4.2. Inspections: Broker must have the ability to perform Inspections, either as an independent service or as part of an REO Property Referral, within the allotted timeframes established and accurately present the results of such Inspections consistent with any directives within Service Scopes or instructions.

17.4.3. Valuations: Broker must have the ability, resources, knowledge and market expertise to complete tasked Valuations, which may require site inspections, theoretical valuation analyses, retail or repaired value analysis, rental values and comparisons, and narrative analyses, adhering to Keystone's guidelines and procedures outlined in applicable Service Scopes or related documents. Broker must have the ability to assess property condition and characteristics relative to its market and accurately define and justify various values. In addition, and if represented as an area of expertise, Broker must have the ability to evaluate commercial assets and determine value based on both a sales comparative analysis and income producing analysis.

17.4.4. Occupied Properties: Broker must have the ability to accurately assess the occupancy status of real estate properties, deeming such property as vacant and abandoned, occupied by one or more individuals, occupied by possessions or in an alternative status defined by Keystone. Furthermore, Broker must have the ability assist in any occupant relocation efforts/negotiations, eviction procedures, and/or marketing occupied properties for sale, while representing Keystone and its Clients in a professional manner, adhering to policies, procedures and legislation.

17.4.5. Property Preservation, Maintenance and Registration: Broker must have the ability to coordinate with Vendors to obtain bids; schedule and monitor service completion; compensate hired Vendors; and upload required information and data to Keystone as it relates preservation, maintenance and field services. Preservation, maintenance and field services may include, but not be limited to: property rekey and securing, winterization, trash-out/debris removal, initial and recurring lawn care, sales cleans, snow removal, and pool maintenance. In addition, Broker must have the ability to accurately determine the applicability of Vacant Property Registration ("VPR") and/or Vacant Property De-Registration ("VPDR"), as well as completing the related registration and/or de-registration for VPR and VPDR respectively. Broker shall be liable for all costs, fines, penalties, and

like damages for failure to accurately determine the applicability of, as well as complete, VPR and/or VPDR, if tasked or inquired by Keystone during the completion of the Services.

- 17.4.6. Property Rehabilitation / Repairs: Brokers must have the ability to develop and obtain rehabilitation / repair bids and scopes with licensed Vendors; provide rehabilitation / repair analyses and its impact on resale market value; compensate hired Vendors; and monitor completion of approved rehabilitation and repair scopes. In the event Keystone is engaging an independent third-party to complete such services, Broker must have the ability to monitor and report on the status and quality of completion.
- 17.4.7. Property Management: Broker may be asked to market or assist in marketing real estate properties for rent. In such instances and upon acceptance by Broker, Broker's responsibilities include, but are not limited to: (i) qualifying potential tenants and reporting information accordingly, (ii) engaging approved tenant(s) for lease execution and deposit or fee collection, (iii) rent collection through the appropriate method(s), (iv) acting a point of contact for such tenants in relation to needs, requests and requirements, and (v) additional functions associated with property management and property management like services.
- 17.4.8. Delinquent and Current Utilities: Broker must have the ability to define and analyze all applicable utilities and utility companies associated with a property. Broker must also have the ability to transfer required utilities in Brokerage's name as well as ensure timely monthly payment of applicable utility bills. Broker will also be responsible for obtaining any recorded or unrecorded liens or delinquencies that may be associated with a property, regardless of if the utility is to be activated in Brokerage's name or not. Broker will ensure any subject real estate property associated has operating heating and air conditioning (when applicable) set at fifty-eight (58) degrees in winter months (winterization season) and eighty-two (82) degrees in summer months (grass-cut season).
- 17.4.9. Condo / Home Owner Association: Broker must have the ability to contact the appropriate management association, if applicable, and determine and convey to Keystone any past due association fees. Broker must also have the resources to make monthly payments of dues.
- 17.4.10. Health and Safety: Broker, as party of any accepted Service Scopes on REO Property Referrals, shall be responsible for assessing and ensuring that issues deemed as a health and/or safety hazards are not only reported to Keystone immediately, but addressed within the terms of the associated Service Scopes. Broker assumes responsibility for any and all damages to Keystone and its Clients should Broker fail to meet such expectations of creating immediate awareness and resolution within industry standards and/or guidelines provided.
- 17.4.11. Property Marketing: In the event Keystone has engaged Broker for Services related to a REO Property Referral, Keystone will initiate an approval to sell / listing agreement for Broker acceptance. Such agreement will define all approved terms, condition, property pricing, and commission structure. Broker shall be required to accurately market properties within all applicable Multiple Listing Services and various other third-party mediums and websites. Broker shall also assist in assessing marketing effectiveness through monthly market reports; providing prospective buyer feedback; submitting any market updates, such as newly listed comparable properties, that may impact the property's marketability; and conducting open houses as deemed applicable.
- 17.4.12. Alternative Disposition: In the event Keystone or its Clients elect auction or an alternative disposition strategy as a preferred liquidation method, Broker is to assist in coordinating required efforts and communication with respect to the auction process and any and all parties involved. In addition, Broker will be required to make any adjustments to the property's listing within the Multiple Listing Service(s) and all additional marketing to ensure alignment with the alternative disposition strategy.

- 17.4.13. Offer Management: Broker shall be responsible for all communicating with prospective buyers and any third-party real estate brokers / agents representing them as it relates properties Broker is directly marketing for sale or assisting in the market for sale through alternative disposition strategies. Unless solely directed otherwise by Keystone in writing, Broker is to notify prospective buyers and any representing broker(s) / agent(s) of any third party offer management systems whereby such prospective buyers and any representing broker(s) / agent(s) would be required to directly submit offers. In the event Broker is to submit offers to Keystone via KPS or Third-Party Platforms on behalf of prospective buyers and any representing broker(s) / agent(s), Broker must submit such offers correctly and shall be responsible and liable for the accuracy and validity of offers submitted. Broker must fully disclose to Keystone if Broker or Brokerage is representing a potential buyer at or prior to offer submission. Upon any offer acceptances, Broker is to provide legible copies of purchaser-executed contracts and applicable supporting documentation. Earnest money, at Keystone's or its Client's discretion, may not be refundable and therefore, Broker must have the ability to hold such monies in a valid escrow account. Broker is not to accept offers and/or execute purchase documents on behalf of Keystone or its Clients. Broker agrees to submit all valid offers to Keystone and assumes liability for withholding offers for consideration.
- 17.4.14. Property Closing: Broker must represent or have designated personnel represent Keystone and its Clients by attending property closings. In addition, Broker's responsibilities include, but are not limited to, (i) communicating inspection contingency updates; (ii) ensuring buyer documents and applications are submitted per purchase agreement timelines, (iii) ensuring loan commitment conditions are satisfied per purchase agreement timelines, (iv) communicating settlement date updates, (v) ensuring that purchasers do not occupy and/or access property unless properly authorized, and (vi) verifying funds are property dispersed and notifying Keystone accordingly.
- 17.4.15. Final Utilities: Final utility invoices paid by Broker must be collected and submitted to Keystone within twenty (20) days after the settlement date of any property. Keystone reserves the right not to accept such invoices unless previously approved by Keystone personnel. In the event Broker cannot meet this timeline, it is Broker's responsibility to communicate such exception with Keystone to determine if, at Keystone's sole discretion, alternative arrangements can be met by Keystone's Clients.
- 17.4.16. Third-Party Visitation: With the exception of those individuals and/or entities tasked solely and directly by Keystone or its Clients, Broker is to assume responsibility for all third party individuals and/or entities, such as prospective buyers and their agent(s) or interested parties, third party brokerages, pedestrians, Vendors, Brokerage personnel and the like, visiting, inspecting, viewing, touring, completing tasks/assignments or the like on properties, which includes ensuring proper condition and/or proper awareness of any health and safety issues. Broker assumes responsibility for any and all damages to Keystone and its Clients reasonably caused should Broker fail to meet such expectations.
- 17.4.17. Emergency and Escalation Procedures: Keystone will provide emergency and escalation procedures for Broker's use. Broker is responsible to adhere to such procedures and notify Keystone immediately upon being made aware of issues deemed as emergency. Broker is to immediately notify Keystone of any injury to any person or property occurring at any real estate property associated with engaged Services and Service Scopes.
- 17.5. Commissions and Referral Fees: In the event Broker is engaged for Services relating to REO Property Referrals, Broker will be entitled to a sales commission, payable by Keystone's Clients (or the seller of the property) to the Brokerage at settlement provided such sale is the result of an accepted written offer presented while Broker was marketing the property and/or had an active approval to sell / listing agreement associated with the property. Commission structures will vary and be dictated by Keystone's Clients. Keystone will not be held liable for the payment of any commissions due as Keystone is acting as a representative of its Clients and is not nor is making the representation that it is the owner of any real estate properties assigned. In addition, Broker acknowledges that Keystone is the procuring source of any REO Property Referrals available for sale and therefore, agrees to pay Keystone a Referral Fee for each assigned REO Property Referral at Keystone's

discretion upon settlement. Referral Fees shall be presented to Broker prior to approving, or in conjunction with the approval for, Broker to actively market a given property for sale and will be based on the greater of a percentage of Broker's commission or a flat-fee. Referral Fees are subject to vary as deemed by Keystone and will be payable directly to Keystone on designated closing documents, to be disbursed by the settlement entity. In the event a Referral Fee is not payable on a closing document at settlement, Broker and Brokerage agree to submit Keystone's Referral Fee in full via check or ACH / EFT as designated by Keystone within five (5) business days after such settlement.

- 17.6. Management Fees: When deemed appropriate by Keystone or its Clients, Broker may be entitled to a management fee for specified services surrounding property management like services upon assignment acceptance. In such instances, Keystone will provide fee schedules or matrixes prior to REO Property Referral acceptance or upon service requests.
- 17.7. Technology Fees: Broker may be subject to a technology fee for the utilization of KPS or associated management platforms excluding those associated with Third-Party Platforms. Broker acknowledges that KPS, and associated management platforms, as determined by Keystone and its Clients, are required to be utilized and offer a bona fide service associated with any real estate transactions. Such any technology fees will be presented to Broker prior to the marketing of any Asset Referral and will be due, as solely determined by Keystone, either as part of closing documents through commission adjustments or via check or ACH / EFT within five (5) business days after Asset Referral settlement or conclusion of management.

18. Agreement General.

- 18.1. Binding Nature and Assignment: This Agreement will be binding on the Parties and their respective successors and assigns provided, however, that Broker or Brokerage may not nor will have the power to assign this Agreement without the prior written consent to and acknowledgement by Keystone.
- 18.2. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without application of its principles of conflict of law. The Parties choose the state and federal courts of Montgomery County Pennsylvania as the chosen venue for any litigation between the Parties related in any way to this Agreement.
- 18.3. Equitable Relief: The Parties agree that any breach or threatened breach of the obligations of this Agreement will cause Keystone irreparable injury for which money damages alone will not be adequate compensation. The Parties agree that Keystone may seek a temporary restraining order, preliminary or permanent injunctive relief or other equitable relief in a court of competent jurisdiction in order to enforce its rights. Keystone shall be entitled to its reasonable attorneys' fees in the event it prevails in such an equitable action.
- 18.4. Severability: If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unaffected. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranties, or exclusion of remedies is severable from and independent of any other provision.
- 18.5. Representation of Authority: The Parties represent that each has read this Agreement; has had reasonable time to review, and to comment on, this Agreement: and each has the right to enter into this Agreement and to receive and perform their respective obligations hereunder. The Parties represent that each enters into this Agreement at their sole discretion and under no duress of another Party. As such, there should be no presumption against Keystone as the drafter when construing the terms.