

BEACON PDC/VENDOR AGREEMENT

This PDC/Vendor Agreement (“Agreement”) applies to vendors performing property data collection services ordered by BEACON Property Data Collection Services, LLC (“BEACON”) from vendor as the client of such services and shall be effective as of the date of vendor digitally indicates their acceptance of the Agreement (the “Effective Date”). The individual accepting this Agreement is doing so on the individual’s behalf and on behalf of any business entity with which the individual is affiliated (whether as employee, owner, shareholder, member, or partner) and are collectively referred to as “PDC” in this Agreement. BEACON and PDC are collectively referred to as the “Parties.”

A. **PROPERTY DATA COLLECTOR (PDC) SERVICES**

1. PDC’s provision of property data collections services to BEACON (the “Services”) shall be governed by this Agreement. PDC agrees to provide the Services in accordance with specifications, timeframes, and other terms and conditions stated in this Agreement, and in any separate engagement letters or other order confirmations applicable to a specific assignment which will be referred to in this Agreement as “Engagement Letters.” PDC understands, acknowledges, and agrees to identify their competencies and that BEACON will seek to understand PDC’s volume limits, geography, and inspection products eligible for Services hereunder and will adjust its ordering of Services from PDC accordingly and considering BEACON’s need for Services. BEACON cannot guarantee that it will order any volume of Services.
2. Unless the Parties otherwise agree in writing, all Services provided hereunder shall be processed and/or provided, whether in part or in whole, by PDC, its employees and/or representatives from a location or locations in one (1) or more of the fifty (50) states, territories, or the District of Columbia of the United States of America only, all subject to applicable laws and regulations.
3. The Parties are independent contractors to each other. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall create an agency, partnership, employment, or joint venture relationship between the Parties or any of their subcontractors, staff members, employees, owners, members, or other representatives.
4. PDC agrees and understands that:
 - He/she shall not be considered BEACON’s exclusive provider of any goods or Services provided hereunder;
 - He/she are under no obligation to accept orders from BEACON; and
 - PDCs must obtain express written approval from BEACON before using subcontractors.
5. As required in this Agreement and/or in any Engagement Letter, all inspection reports and related documentation, and invoices, shall be provided in printed or electronic formats acceptable to BEACON. BEACON owns the rights to such data, which includes inspection reports and related documentation furnished by PDC and may use and reproduce as BEACON chooses. PDC acknowledges and agrees that BEACON, BEACON’s customers and affiliates, and lenders/mortgage investors, including Fannie Mae and Freddie Mac, may also use, disclose and distribute inspection reports prepared by PDC in any appraisal or other reports and, accordingly, may also disclose and distribute inspection reports to borrowers; another lender at the request of a borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional inspection organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain PDC’s consent.
6. Either Party may terminate this Agreement for its convenience, without cause, at any time without further charge or expense upon prior written notice to the other Party. PDC understands, acknowledges, and agrees that BEACON may remove PDC from its panel of data collectors and terminate this Agreement at any time.

B. COMMUNICATION AND ORDER MANAGEMENT

1. PDC shall comply with all applicable policies and procedures and/or terms and conditions of websites, applications, and software BEACON may make available. PDC understands and agrees to utilize the website/applications as described within the website/applications. BEACON utilizes the CNX for order management. Both the CNX and the BEACON web-database must have PDC's completed application to be eligible for assignments. CNX provides a free delivery method for PDCs, which has additional tools and resources.
2. All orders will be delivered to PDC via the CNX Broadcast. PDC may accept any orders available to them. With acceptance, PDC agrees to fulfill the order as described in the order form, including turn time.
3. PDC agrees to arrange the inspection appointment (if applicable) with the contact person, as identified in the order, within 24 hours of acceptance. Once the inspection is scheduled, PDC agrees to update the orders status.
4. All exterior property data collections must be completed within 48 hours of order acceptance. All interior property data collections must be completed within 72 hours of acceptance. If access to an interior is being delayed by the property contact, PDC will notify BEACON.
5. If questions, problems, or concerns arise during the inspection process, PDC agrees to immediately notify their designated Account Executive at BEACON.
6. Orders assigned to a specific PDC, may be transferred to another BEACON-approved PDC with permission from a BEACON designee – transfer and approval must happen prior to inspection and be noted in the order log.
7. PDC agrees to meet deadlines within the order or communicate the reasons for delay with BEACON personnel.
8. PDC agrees to answer any requests for information, questions from BEACON and provide feedback regarding data collected within 4 hours or communicate the reason longer time is necessary. All requests for information that come from outside of BEACON should be referred to BEACON for comment. Concerns should be sent to support@beaconpdc.com.
9. Upon BEACON's request, PDC agrees to use its best efforts to attend information sessions(s) held by BEACON at a reasonable time and place.
10. PDC agrees that all communications with BEACON are confidential and that sharing such confidential information with any person without BEACON's consent is prohibited.
11. As part of quality control, PDC's results will be reviewed by BEACON staff. BEACON quality control reserves the right to correct clearly identifiable errors, omissions, or typographical errors prior to submission to the client. All other questions or concerns will be sent back to the PDC for appropriate revision.

C. PRICING AND FEES

1. Unless otherwise mutually agreed in writing, BEACON shall pay PDC for Services provided under this Agreement as set forth in the Inspection Order and Engagement Letter, pursuant to the fee agreed upon within the order at time of acceptance. BEACON reserves the right to amend or modify its fees/pricing from time to time in its sole and absolute discretion. To the extent PDC authorizes BEACON to pay fees directly to PDC's employer or affiliated inspection company (as applicable), PDC will be deemed to have been paid in full upon BEACON'S payment to PDC's employer or affiliated inspection company (as applicable); and PDC shall hold harmless BEACON and its Representatives from and against any and all claims or legal actions arising from any dispute between PDC and PDC's employer or affiliated inspection company (as applicable) regarding such payments made by BEACON.
2. BEACON shall not be required to pay for Services that are: (a) not requested by BEACON and documented in an Inspection Order, or (b) not meeting the requirements of this Agreement or the Engagement Letter, or (c) not completed by the assigned PDC without BEACON's approval to change PDCs within the order.

D. INDEPENDENT CONTRACTOR RELATIONSHIP

1. **Independent Contractors.** PDC and BEACON acknowledge and agree that this Agreement is between independent contracting parties. The parties intend this Agreement to create the relationship only of independent contractors and not that of employer and employee or principal and agent. PDC and BEACON agree and represent to each other that the contracting relationship between them is consistent with the criteria described below in this section D and that they will continue to maintain their contracting relationship in a manner that is consistent with these criteria for the duration of the Agreement. If PDC discovers or believes at any time in the future that any of these criteria are not being met, PDC agrees to inform BEACON immediately and cooperate with BEACON in resolving the issue. PDC and BEACON desire to remain independent contractors to each other.
2. **Business and Work Location.** PDC maintains and will continue to maintain his or her own business location(s) that is separate from BEACON's business location(s) and will perform the Services contracted under this Agreement at PDC's own business location(s) or other work locations separate from any business location(s) of BEACON.
3. **Responsibility for Taxes and Insurance.** As an independent contractor to BEACON, PDC understands and acknowledges that: PDC will not be provided either workers' compensation coverage or unemployment benefits by BEACON; PDC is obligated and agrees to file and pay all applicable federal and state income taxes for payments received from BEACON; and BEACON will not make any tax withholdings from payments to PDC.
4. **Responsibility for Required Business Licenses or Tax Registrations.** If PDC is required by law, regulation or ordinance to have a business license or business tax registration in any city, county or other jurisdiction to perform the Services contracted under this Agreement, PDC agrees and represents that he or she will obtain and continue to maintain any such required business licenses or business tax registrations for the duration of this Agreement, for as long as the license or registration is legally required, at his or her own expense. If requested, PDC will provide evidence of such licenses or registrations to BEACON.
5. **Negotiation of Rates/Fees.** Regardless of whether an order may offer a fee for a specific assignment, PDC is free to negotiate different fees for Services, to inform BEACON that an offered fee is not acceptable, and/or to decline any order.
6. **Days and Hours of Work.** PDC is free to set the days and hours for performing Services contracted under this Agreement, consistent with the nature of such services in terms of setting appropriate times for inspection of properties and similar activities and consistent with meeting agreed completion dates for orders.
7. **Offering Services to Other Parties.** PDC understands and agrees that PDC is free, and expected, to offer inspection or other services to parties other than BEACON and will be available to the public in general to perform such services. However, while performing services for BEACON PDC will not solicit customers to create business that is unrelated to services being provided for BEACON. (i.e., a licensed Realtor will not leave business card for realtor services while providing data collection for BEACON)
8. **PDC Is Free from the Control and Direction of BEACON.** BEACON does not and will not control or direct performance of the inspection services rendered by PDC. PDC is responsible for determining the manner and means in which PDC performs the contracted appraisal services in compliance with applicable laws, regulations, and guidelines, and in satisfaction of industry-standard service level standards implemented by BEACON.
9. **PDC Is Responsible for All Resources Necessary to Perform the Services.** PDC is solely responsible for providing the resources needed to perform the appraisal services contracted under this Agreement, such as licenses, computer equipment, phones and phone service, transportation, data subscriptions and insurance, and is solely responsible for the costs and expenses associated with such resources.
10. **Professionalism while Performing Services.** PDC will always conduct herself/himself in a professional manner while interacting with property owners which includes punctuality and presenting in neat and well-groomed manner.

E. INVOICES / TAXES / PAYMENT

1. **Trip fee:** If PDC is unable to complete an order due to no fault of their own (i.e., occupant is not home or similar circumstance) a trip fee of \$12 will be paid.
2. All assignments completed by PDC shall be paid by BEACON twice a month.
3. Electronic W-9 and ACH information must be set up within the PDC's CNX profile to receive timely and compliant payments.
4. Invoices shall not be attached to inspection reports.
5. BEACON will not be obligated to pay any invoices which fail to comply with the Order Notes or this agreement.
6. The Payments made by BEACON for Services performed by PDC shall include all sales, use, or excise taxes levied in accordance with the general statutes or other authoritative directives of the applicable taxing authority on amounts payable by BEACON to Supplier pursuant to this Agreement; and BEACON shall not be responsible for remittance of such taxes to applicable tax authorities, which shall be the responsibility of PDC.
7. BEACON shall not be responsible for any ad valorem, income, gross receipts, franchise, privilege, value added or occupational taxes of PDC. BEACON and PDC shall each bear sole responsibility for all taxes, assessments and other real or personal property-related levies on their respective owned or leased real or personal property.
8. PDC shall not contact any party other than BEACON for payment. All billing questions shall be submitted solely to BEACON at accounting@beaconpdc.com.
9. A Form W-9, Request for Taxpayer Identification Number and Certification, or electronic equivalent, will be provided to BEACON **no later** than the first week of the month following the first activity/order. Under penalties of perjury, you certify that:
 - The number provided on the form W-9, or equivalent, is your correct taxpayer identification number (or you are waiting for a number to be issued to you), and
 - You are not subject to backup withholding because:
 - i. you are exempt from backup withholding,
 - ii. you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding because of a failure to report all interest or dividends, or
 - iii. the IRS has notified you that you are no longer subject to backup withholding, and
 - You are a U.S. citizen or other U.S. person as defined by the IRS.
10. To remain in rotation, PDC must ensure their CNX profile is current.

F. PDC PERSONNEL

1. If PDC wishes to transfer a BEACON order to another PDC, the new PDC must be within the original PDC's office and be an approved BEACON vendor (have a signed PDC Agreement with BEACON). The original PDC shall request permission to reassign the order within 2 hours of their initial acceptance of said order and the request must be made prior to their inspection of the subject property.
2. PDC agrees to notify BEACON of any disciplinary actions (DAs) they or any of their staff receive from a state board or agency, if applicable, within one week. If PDC does not disclose, BEACON will have the discretion to remove PDC or staff from BEACON's panel.
3. PDC shall inform all its personnel providing Services pursuant to this Agreement that they will not be considered employees of BEACON for any purpose, and that BEACON shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
4. As may be required by BEACON, PDC and its respective Representatives may be required to submit to periodic background checks, including, without limitation, prior to performing Services under this Agreement and on such periodic basis as BEACON may determine appropriate in its sole discretion.
5. BEACON and PDC represent that they are equal opportunity employers and do not discriminate in employment of persons or awarding of subcontracts because of a person's race, sex, age, religion, national origin, veteran, or handicap status.

G. FAIR HOUSING AND NON-DISCRIMINATION

1. The federal Fair Housing Act, the Equal Credit Opportunity Act, and other federal and state laws and regulations broadly prohibit discrimination in housing and related real estate and lending services based on race, color, national origin, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), familial status, age, or disability. In accepting this Agreement, PDC acknowledges the importance of these protections against discrimination and agrees that PDC's services will not consider or be affected by any such protected categories with which a property owner, borrower, seller, or occupant may be affiliated. If PDC cannot perform an unbiased inspection or other service relating to a property for any reason, PDC agrees that PDC will decline or withdraw from the assignment.
2. To avoid discrimination or bias by PDC or by other parties who may utilize or rely on PDC's inspection reports or other services, PDC agrees:
 - PDC will not use language in any report that directly or indirectly indicates the race, color, national origin, religion, sex (including gender, gender identity or sexual orientation), familial status, age, or disability of any party or regarding the neighborhood or community within which the property is located. PDC will not discuss any such matters with personnel affiliated with BEACON or any other party, either in writing or in oral communications.
 - PDC will not deliver photos to BEACON (whether within reports or otherwise) that display persons or display items such as photos, artwork, clothing, or other personal property that may suggest the race, color, national origin, religion, sex (including gender, gender identity or sexual orientation), familial status, age or disability of any property owner, borrower, seller, or occupant. Nor will PDC discuss such items in any report.
 - In the event any party expresses a concern or makes any accusation that an inspection or other service has been affected by discrimination or bias, PDC agrees to immediately notify PDC's contact within BEACON for the assignment.

H. CONFIDENTIALITY AND PRIVACY PROTECTION

1. PDC acknowledges that BEACON has a responsibility to its customers and consumers to keep Consumer Information or other private information strictly confidential. PDC will maintain the confidentiality and privacy of consumer information and other private information obtained in the course of performing Services under this Agreement and of any "nonpublic personal information" about "customers" and "consumers" as those terms are defined in the Gramm-Leach-Bliley Act ("GLBA") and in any other applicable privacy laws, including the California Consumer Privacy Act ("CCPA") or similar state laws, if applicable, (collectively, all such information shall be referred to as "Confidential Information" in this section). PDC represents and agrees that Confidential Information will not be used or disclosed other than as necessary to conduct the permitted purposes for which such information was disclosed to or obtained by PDC in performing the Services contracted for under this Agreement. PDC and any affiliated business entity will not collect, sell, or use Confidential Information of any customer or consumer except as necessary to perform the Services described in this Agreement. PDC agrees to take all reasonable measures, including without limitation and at a minimum such measures as they take themselves to safeguard their own confidential information, to ensure the security and confidentiality of all Confidential Information, to protect against anticipated threats or hazards to the security or integrity of such Confidential Information and to protect against unauthorized access to or use of such Confidential Information. PDC shall promptly notify BEACON and all potentially affected parties in writing of each instance of (i) unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to a customer or consumer or (ii) unauthorized disclosure, misuse, alteration, destruction, or other compromise of Confidential Information.
2. PDC will be liable to BEACON for any breach of the above confidentiality obligations.

PDC's liability will include costs and expenses incurred by BEACON in connection with the breach.

I. REPRESENTATIONS AND WARRANTIES OF PDC

1. PDC represents and warrants that it shall perform the Services in a timely and professional manner and use competent personnel who have expertise suitable to their assignments. PDC represents and warrants that the Services shall conform to or exceed, in all material respects, the specifications described herein, as well as the standards observed in the industry for similar services, and in the Engagement Letter. PDC represents and warrants that the Services shall comply all applicable state and federal laws (including, without limitation, FIRREA Title XI, the Equal Credit Opportunity Act, and the Fair Housing Act, Gramm Leach Bliley Act) and all applicable inspection guidelines, laws, or regulations. PDC represents and warrants that the Work Product and Services furnished under this Agreement do not and shall not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or any other rights of any third party.
2. As of the Effective Date, there are no actions, suits or proceedings pending, or to the knowledge of PDC threatened, against PDC and PDC's Representatives alleging infringement, misappropriation or other violation of any Intellectual Property Rights related to any Work Product or Service contemplated by this Agreement.
3. Duty of Care: The PDC has a duty to report any deficiencies discovered while inspecting the property. Conditions may include items or features of the property that may be foreseeable to cause harm, the impact of the property's desirability, and the significance of the property's aesthetic appeal.

J. LIMITATIONS OF LIABILITY AND RECOVERABLE DAMAGES

In no event shall either of the Parties, or their respective affiliates, parents, subsidiaries, directors, officers, shareholders, employees, agents, heirs, successors, personal representatives and assigns, be liable to the other party for lost profits or any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, regardless of whether a party has knowledge of actual or potential lost profits or such types of damage; provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the Section entitled "Confidentiality and Information Protection" or PDC's negligent, criminal or willful misconduct.

K. INDEMNIFICATION

PDC shall indemnify and hold harmless BEACON, and its affiliates, parents, subsidiaries, directors, officers, shareholders, employees, agents, and their respective heirs, successors, personal representatives, and assigns (collectively the "Indemnified Parties"), from and against all claims, causes of action, damages, losses, legal expenses and costs, or liabilities resulting from or arising out of any negligence, errors, omissions, or criminal or intentional misconduct on PDC's part.

L. ARBITRATION

In the event of any dispute, claim or controversy between the Parties arising out of or relating to this Agreement or any breach of the Agreement, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, such dispute, claim or controversy shall be settled by and through an arbitration proceeding before a single arbitrator to be administered by the American Arbitration Association Delaware, in accordance with the American Arbitration Association's then-current Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained this section shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration. If an arbitrator or court

determines that certain claims or issues are not subject to arbitration, only such claims and issues shall then not be subject to arbitration, and the remaining claims and issues shall be arbitrated. THE PARTIES TO THIS AGREEMENT WAIVE THEIR RIGHTS TO TRIAL BY COURT OR JURY AND TO THE ADJUDICATION OF ANY DISPUTES OR CLAIMS ON A CLASS OR COLLECTIVE BASIS. This arbitration provision, however, shall not apply to a legal claim for injunctive relief or damages relating to breach of PDC's obligations with respect to confidentiality and privacy in section G above.

M. GENERAL PROVISIONS

The following general provisions apply to this Agreement and are no less important than any other provisions in this Agreement:

1. Binding Effect and Authority. This Agreement is binding on both PDC and any affiliated business entity. PDC represents that he or she has the authority to accept this Agreement on behalf of such entity, whether the business entity is a sole proprietorship, partnership, company, or corporation.
2. Headings. Headings in this Agreement are for convenience only, are not part of the Agreement, and should not be used to interpret the Agreement.
3. Invalidity or Unenforceability. The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.
4. Amendment or Waiver. No amendment, change, waiver, or discharge of this Agreement will be valid unless in writing and executed by the party against whom such amendment, change, waiver, or discharge is sought to be enforced. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach.
5. Prior Agreements Superseded. This Agreement supersedes all prior agreements (whether oral or written), service level agreements or contractor agreements between PDC and BEACON.

PDC Signature

By accepting the PDC/Vendor Agreement within CNX, I am indicating that I have read and agree to be bound by this Agreement. If I am employed by, and/or am an owner, member, shareholder, or partner of, a business entity through which I provide services to BEACON, I further acknowledge and represent that such business will also be bound by the Agreement and that I am authorized to enter into the Agreement on behalf of the business entity. I understand that my acceptance of this Agreement grants me the opportunity to provide services as an Independent Contractor to BEACON as the client of my services and **not** as an employee of BEACON or BEACON's customers or affiliates. As an Independent Contractor, I understand that no agreement has been made guaranteeing any volume of business and that I am the supplier of the inspection services I deliver. I understand that this contract may be terminated by either party upon written notice.