



EXP TERMS AND CONDITIONS

SECTION 1. GENERAL TERMS

THESE EXP TERMS AND CONDITIONS (hereinafter, "T&Cs"), are entered into by and between eXp (as defined in the Order Form), and Vendor (as defined in the Order Form, and hereinafter "you" and "your"), and effective as of the date that certain Order Form between the Parties ("Order Form") is fully executed ("Effective Date"). You and eXp may be collectively referred to herein as the "Parties" and singularly as a "Party." These T&Cs shall apply to the delivery of services as further described in the Order Form (including any applicable Statement of Work) duly executed by the Parties ("Services") and shall be incorporated into such Order Form in its entirety and made a part thereof. The T&Cs, together with the Order Form, and any other documents incorporated into the Order Form by reference (including but not limited to the Statement(s) of Work, eXp Privacy and Data Processing Policy ("eXp Privacy Policy") and eXp Brand Guidelines), shall be referred to as the "Agreement." Defined terms used but not otherwise defined in these T&Cs shall have that meaning as ascribed in the Order Form.

SECTION 2. TERM AND TERMINATION OF AGREEMENT

The initial term of the Agreement will commence on the Effective Date and shall continue until the end date set forth in the Order Form, unless earlier terminated in accordance with this Section 2 ("Initial Term") and, if applicable, together with all Renewal Terms, the "Term". If applicable, the Agreement will renew automatically after the end of the Initial Term for successive periods, each being equal in length to the "Auto-renew duration" specified in the Order Form (each a "Renewal Term"), unless earlier

terminated in accordance with this Section 2. Either Party may terminate this Agreement if there is: (i) a curable breach of this Agreement, by the other Party, and such breach is not cured within ten (10) days following delivery and receipt (the "Cure Period") of written notice to the breaching Party detailing the nature of the curable breach (the "Cure Period Notice"), in which event termination shall take effect upon the expiration of the Cure Period provided that the curable breach remains uncured; or (ii) a non-curable breach of this Agreement, by the other Party, in which event termination shall take effect upon delivery and receipt of written notice from the non-breaching Party to the breaching Party detailing the nature of the non-curable breach. Either Party shall also have the option to terminate the Agreement for convenience by providing written notice thereof to the other Party at least thirty (30) days prior to the intended termination date, in accordance with the terms of this Section and Section 10.

SECTION 3. FEES AND PAYMENT

In exchange for the Services performed by you, eXp agrees to compensate you at the rates and in the currency identified in any Order Form. Such rates are exclusive of any applicable sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered in accordance with any Order Form. You shall use your best efforts to establish the applicability of indirect taxes to your invoices and credit notes and will charge indirect tax on invoices where you reasonably believe, or you are advised by the relevant tax authorities or your tax advisors that you are legally obliged to do so. However, to the extent eXp is required by any applicable tax law to withhold a portion of the payment owed to you under any Order Form, you shall



accept the resulting net payment as due performance. Provided however, that eXp shall take necessary steps to secure the benefit of any reduction in the withholding tax rate available under any applicable tax treaty and shall promptly provide you with a receipt for any income tax withheld. You will deliver each invoice via email to the attention of the eXp Contract Manager designated in the Order Form, and to ap@exprealty.net (if the eXp entity that is a party to this Agreement is an entity formed and existing within any state or territory in the United States) or to globalpayroll@exprealty.net (if eXp is an entity formed and existing outside of the United States). eXp will pay all undisputed and approved invoice amounts within the period of time identified on the Order Form, following eXp's receipt of the respective invoice; receipt will not be deemed to have occurred unless invoices are delivered in the manner specified above. Payments will be remitted by eXp to you via Automatic Clearing House ("ACH") electronic payment to an account designated by you in writing. You shall promptly, following the Effective Date, submit account information to eXp for ACH payment together with a completed and signed IRS Form W-8BEN-E or W-9, whichever is applicable. An interest charge of one-half of one percent (0.50%) per month shall accrue on past due billings unless eXp notifies you of a billing dispute in writing prior to the payment due date. To the extent eXp disputes any invoice amounts, eXp may withhold from payment any amount disputed in good faith if eXp delivers to you a written notice on or before the due date of payment describing in reasonable detail the basis of the dispute and the amount withheld by eXp. Subject to eXp's timely delivery of the notice described in the foregoing sentence, such withheld amounts shall not accrue interest as provided for above, or constitute a breach of this Agreement by eXp.

In the event eXp is an entity formed and existing under the laws of the State of Washington, and if eXp purchases a digital product in the United States (as determined in its sole and absolute discretion) in connection with or as a part of the Services, you shall be responsible for determining the assessment of, and remitting any payment for, all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind (collectively, "Use Taxes") that may be imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by eXp in connection with such digital product. You will not assess any Use Taxes on eXp; eXp shall determine in its sole discretion whether any Use Taxes are to be paid. Upon your reasonable request, eXp will provide you with a copy of eXp's Digital Products and Remote Access Software Exemption Certificate.

SECTION 4.
OWNERSHIP OF MATERIALS
AND INTELLECTUAL PROPERTY

The Parties acknowledge and agree that any materials prepared and delivered by you in the course of providing the Services will be considered "works made for hire" under applicable laws and that all rights, title, and interests with respect to such materials shall be and are assigned to eXp as its sole and exclusive property. Notwithstanding the foregoing, the Parties recognize that your performance hereunder will require your skills and, therefore, you shall retain the right to use, without fee and for any purpose, such "know-how," ideas, techniques and concepts used or developed by you in the course of performance of the Services.

eXp's intellectual property rights ("eXp IP") shall mean all of eXp's, eXp's parent companies and its or their subsidiaries and affiliates, right, title, and interest in and to: (i) Confidential Information; (ii) patents, copyrights, trademarks, trade secrets, trade



names, service marks, service names, brands, trade dress and logos, and the goodwill and activities associated therewith; (iii) domain names, rights of privacy and publicity, and moral rights; (iv) any and all registrations, applications, recordings, licenses, common-law rights, and contractual rights relating to any of the foregoing; and (v) all actions and rights to sue at law or in equity for any infringement or other impairment of any of the foregoing. To the extent eXp expressly provides you with access to eXp IP for performance under the Agreement, you are granted a limited, revocable, non-transferable, non-exclusive, non-sublicensable license to use such eXp IP solely for the purpose of performing your obligations under the Agreement, and only in accordance therewith. The license shall be coterminous with the Agreement, unless it is earlier revoked by eXp. Moreover, during the term of any such license, to the extent eXp determines that your use of any eXp IP is prejudicial to eXp, eXp's parent companies, and its or their subsidiaries and affiliates, as the case may be, you shall cease or modify such use in accordance with and upon notice by eXp, at eXp's sole discretion. You will not acquire any ownership interest in any eXp IP under this Agreement.

SECTION 5.
CONFIDENTIAL INFORMATION

You understand and acknowledge that eXp may, from time to time, before or after the Effective Date, directly or indirectly, orally, electronically or in writing, whether or not marked, designated, or otherwise identified as "confidential," disclose "Confidential Information" to you. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials of eXp, eXp's parent companies, and its or their subsidiaries and affiliates, including but not limited to information relating to its or their:

promotional and/or marketing strategy, plans and activity, pricing information (including but not limited to rates, margins, and budgets), financial and budget information, customer lists, including identities, contacts, and contracts, potential customer lists, information about the education, background, experience, and/or skills possessed by its or their employees, employee compensation information, service and/or sales concepts, service and/or sales methodology, service and/or sales techniques, customer satisfaction data or sales information, eXp IP (except intellectual property rights licensed to eXp by you under this Agreement), and proprietary information, concepts, expertise, data, and technologies developed by any of them and/or utilized in the course of its or their business(es) and business operation(s), trade information, including documentation, reports, memoranda, notes, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to its or their business operations. You shall not disclose Confidential Information to any third party at any time without the prior written consent of eXp and shall take commercially reasonable measures to prevent any unauthorized disclosure by your employees, agents, contractors, and consultants. Further, Confidential Information shall include the terms set forth in the Agreement, all of which shall remain the property of eXp and shall in no event be transferred, conveyed, or assigned to you as a result of the Services provided pursuant to the Agreement. Confidential Information shall not include any information that (i) is or comes into the public domain through no fault or act of you; (ii) was independently developed by you without the use of or reliance on the Confidential Information; (iii) was provided to you by a third party under no duty of confidentiality to eXp; (iv) was independently discovered or developed by you or on your behalf, without the use of the Confidential Information, and you have



documentary evidence to that effect; or (v) is required to be disclosed by applicable law, provided, however, prior notice thereof is promptly delivered to eXp, together with a copy of such process, so as to enable eXp to seek an appropriate protective order or other remedy. You agree to cooperate with eXp to seek an appropriate protective order or other remedy to preserve the Confidential Information. This Section 5 and foregoing duty of confidentiality shall survive any termination of the Agreement.

**SECTION 6.
NON-SOLICITATION**

Of Customers and Clients. You agree that during the Term and for a period of twenty-four (24) months following the Term, you shall not directly or indirectly interfere with, solicit, or assist any other person or entity in interfering with or soliciting, any actual, or current customer, client, business, contract, prospective client and/or prospective customer of eXp, its parent companies, and its or their subsidiaries and affiliates, for whom you worked, became acquainted with, or learned of during engagement with eXp and/or was existing during the period of time of your engagement with eXp. This non-solicitation restriction is limited to any solicitation and attempted solicitation of any aforementioned business, contract, client, customer, prospective client and/or prospective customer of eXp by you for the purpose of offering, selling, servicing or providing any of the type of products or services offered, sold or provided by eXp, its parent companies, and its or their subsidiaries and affiliates, during the Term and for a period of twenty-four (24) months following the termination of this Agreement.

Of Employees. You will not, either directly or indirectly, solicit, hire, or contract with any employees of eXp (including eXp's parent companies, subsidiaries, and affiliates), during the Term and for twenty-four (24)

months following termination of this Agreement. Further, you will not directly or indirectly, assist any other person, firm, corporation or entity in doing or attempting to solicit, hire, or contract with any employees of eXp (including eXp's parent companies, subsidiaries, and affiliates), during the Term of this Agreement and for twenty-four (24) months following termination of this Agreement.

**SECTION 7.
REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant to eXp as follows: (a) you are duly organized, and validly existing and in good standing under the laws of your jurisdiction of formation. You have full capacity, power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out your obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by you and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on your part. This Agreement has been duly executed and delivered by you, and constitutes legal, valid and binding obligations of you, enforceable against you in accordance with its terms; (b) the execution, delivery and performance by you of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the organizational documents of you; (ii) violate or conflict with any applicable law applicable to you, including any import or export restrictions or international sanctions; (iii) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which you are a party. No consent, approval, waiver or



authorization is required to be obtained by you from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by you of this Agreement and the consummation of the transactions contemplated hereby; (c) you are, and will continue to be, in full compliance with all applicable laws, rules and regulations in providing the Services and pertaining to your business activities, including applicable legal, regulatory and disclosure requirements; (d) you shall obtain and maintain all necessary licenses, permits, and authorizations required to lawfully carry out your activities pursuant to this Agreement and shall maintain a current list of all such licenses you have obtained; (e) you have independently evaluated the desirability of entering this Agreement and you are not relying on any representation, guarantee, or statement other than as expressly set forth in this Agreement; (f) the Services will not infringe the intellectual property rights of third parties; (g) you will maintain complete and accurate records relating to provision of the Services under this Agreement, including records of the time spent and materials used in providing the Services and in such form as eXp shall require; and (h) during the Term and for a period of five (5) years thereafter, upon eXp's written request, you shall make available to eXp or eXp's representative for inspection and photocopying records maintained by you pursuant to Section 7(g) hereof.

**SECTION 8.
LIMITATION OF LIABILITY**

eXp shall not be liable to you for any incidental, indirect, consequential, special, or punitive damages of any kind or nature, including lost revenues or lost profits relating to the Services, whether such liability is asserted on the basis of contract (including without limitation, the breach of this Agreement or any termination of this

Agreement), tort (including negligence or strict liability), or otherwise, even if eXp has been warned in advance of the possibility of any such loss or damage. Except for those undisputed charges and fees owed to you by eXp under the Agreement, eXp's aggregate liabilities to you under the Agreement shall in no event exceed the aggregate amount of all charges and fees paid by eXp under the Initial Term of the Agreement. The provisions of this Section 8 shall survive the termination of this Agreement.

**SECTION 9.
INDEMNIFICATION**

You shall indemnify, defend, and hold eXp harmless, including eXp's parent companies and its subsidiaries and affiliates, jointly, severally, and in any combination, and its or their employees, principals, partners, members, shareholders, directors, officer, managers, representatives, agents, affiliated entities, and successors and assigns (each a "eXp Indemnified Party"), from, against and in respect of any and all actions, liabilities, governmental orders, encumbrances, losses, damages, bonds, dues, assessments, fines, penalties, taxes, fees, costs, the cost of pursuing any insurance providers (including reasonable costs of investigation, defense and enforcement of this Agreement), expenses or amounts paid in settlement (in each case, including reasonable attorneys' fees, experts' fees and expenses), and other damages incurred or suffered by the eXp Indemnified Party or any of them, that arise from any actual or threatened actions, claims, and/or administrative proceedings made against any eXp Indemnified Party (including by any governmental body), whether civil, criminal, administrative, arbitral, investigative or other (collectively, "Claims"), due to, arising out of, or directly or indirectly in connection with any of the following: (a) the Services; (b) your breach or violation of any covenant or agreement in or pursuant to the Agreement;



(c) your breach of, or your inaccuracy in, any representation or warranty you made to eXp; (d) any obligations relating to your current or former employees or employee plans; and (e) your negligence, recklessness or willful misconduct. You will have the right to control the investigation, defense and settlement of any such Claims with counsel of its choice, and the eXp Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in (but not control) the defense of the Claim. You will not consent to the entry of any judgment or enter into any compromise, or settlement with respect to any such Claim without the prior written consent of the eXp Indemnified Party unless such judgment, compromise, or settlement: (y) is limited to the payment of money, by you (on behalf of the eXp Indemnified Party), as sole relief for the claimant; and (z) results in the full and final release of the eXp Indemnified Party from the Claim, without finding or admission of any wrongdoing by the eXp Indemnified Party relating to the Claim. Upon request by the eXp Indemnified Party, you shall advance the eXp Indemnified Party promptly and periodically for the costs of defending against any Claims (including reasonable attorneys' fees, experts' fees, and expenses). The provisions of this Section 9 shall survive the termination of this Agreement.

**SECTION 10.
EFFECT OF TERMINATION**

The termination of the Agreement shall not release either Party from the obligation to make payment of all amounts then or thereafter due and payable in accordance with the Order Form, provided, however, that a Party (i) shall have the right to offset amounts due against those amounts payable before making payment; and (ii) may withhold from payment any amount disputed in good faith if the Party delivers to the other Party a written notice on or before the due date of payment describing in reasonable

detail the basis of the dispute and the amount withheld by the Party.

Upon termination or expiration of this Agreement, or upon eXp's earlier request, you shall promptly:

- (i) deliver to eXp all documents, work product, and other materials, whether or not complete, prepared by you in the course of performing the Services for which eXp has paid;
- (ii) return to eXp all eXp-owned property, equipment, and materials in its possession or control;
- (iii) remove any property, equipment, and materials located at eXp's locations owned by you;
- (iv) deliver to eXp, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on eXp's Confidential Information;
- (v) provide reasonable cooperation and assistance to eXp upon eXp's written request in transitioning the Services to an alternate service provider;
- (vi) on a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided;
- (vii) permanently erase all of eXp's Confidential Information from its computer systems; and
- (viii) certify in writing to eXp that it has complied with the requirements of this Section 10(i) to (vii).

The provisions of Section 10 shall survive the termination of this Agreement.

**SECTION 11.
FORCE MAJEURE
AND PERMITTED DELAYS**

Each Party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing pursuant to the Agreement, in whole or in part, as a result of delays caused by the other Party or an act of God, or other cause beyond the Party's reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air



conditioning or telecommunication equipment, floods, earthquakes, war, civil unrest, rioting, terrorism, bank failures, pandemics, or any legal requirement, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any governmental authority having jurisdiction, or any other act, omission or cause whatsoever that is beyond the reasonable control of the Party obligated to satisfy the condition, and such nonperformance shall not be a default hereunder. Your time of performance shall be enlarged, if and to the extent reasonably necessary, in the event: (i) that eXp fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; (ii) of a special request by eXp or any governmental agency authorized to regulate, supervise, or impact your normal processing schedule; or (iii) that eXp fails to provide any equipment, software, or performance called for by the Agreement, and the same is necessary for your performance under the Agreement. You will notify eXp of the estimated impact on its processing schedule, if any.

**SECTION 12.
ADDITIONAL TERMS**

(a) Independent Contractor; Not an Employee. The Services which you are to provide hereunder shall be in the capacity of an independent contractor and not as an employee of eXp. You shall control the conditions, time, details, and means by which you perform the Services. eXp shall have the right to inspect your work as it progresses solely for the purpose of determining whether the work is completed according to eXp's expectations. You shall not be eligible for and shall not receive any employee benefits from eXp. You shall be solely responsible for the payment of all your "employment-related" taxes including, without limitation, FICA, federal and state

unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees that you earned hereunder. This Agreement does not constitute and shall not be construed as constituting an association, partnership, joint venture, or relationship of employer and employee between eXp and you. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and except as may be expressly set forth in this Agreement. Neither Party will represent that it is a joint venture with or the partner of the other Party. For the avoidance of doubt, You shall not refer to yourself as being a "partner of," or "in partnership with" eXp, nor shall You use any derivative of, or term analogous to, the term "partner" to represent Your business relationship with eXp.

(b) Notices. Except for any invoices, all notices required under or regarding the Agreement will be in writing and delivered exclusively via email to the other Party's email address as set forth in the Order Form. Notice shall be deemed delivered and received on the day of its release (provided that no transmission error message is received by the sending Party). Notwithstanding the foregoing, any notice by you to eXp must also be emailed to legal@exprealty.net, or such notice will not be deemed as having been delivered to and received by eXp. Any Party may change the email address to which notices are to be delivered by giving the other Party notice in the manner herein set forth.

(c) Entire Agreement. These T&Cs, the Order Form, and any other document incorporated into the Order Form (including but not limited to the Statement(s) of Work, eXp Privacy Policy and the eXp Brand Guidelines), and/or amendments, and addendums, constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the



Parties, whether oral or written, regarding the subject matter of the Agreement. Except in the exclusive circumstances the context requires otherwise, all references to the term “Agreement” shall mean these T&Cs together with the Order Form, and any other document incorporated into the Order Form (including the Statement(s) of Work, eXp Privacy Policy and the eXp Brand Guidelines) and/or amendment or addendum; however, all references to the term “Order Form” or “T&Cs” shall exclusively refer to that document, and to no other document. To the extent there is any conflict or inconsistency as between only the terms and conditions in these T&Cs, the Statement(s) of Work, and the Order Form, the following order of precedence shall govern: (1) the Order Form, (2) the Statement(s) of Work, and (3) these T&Cs; nothing in any of the foregoing documents shall modify, amend, supplement, govern or control the terms in the eXp Privacy Policy and the eXp Brand Guidelines.

(d) Electronic Signatures. The Agreement may be executed by original signature, scanned or copied signature, or electronic signature (such as through DocuSign®, Dropbox Sign, Adobe Acrobat Sign, or such analogous software). Further, any original signature, scanned or copied signature, or electronic signature shall be legally equivalent (with any associated legal consequences) under federal and state laws. An original signature, scanned or copied signature, or electronic signature, will not be denied legal effect solely because of the form in which it was made. In the event that the Agreement is executed through DocuSign®, Dropbox Sign, or such analogous software, the signature date of a Party shall be the date stated on the electronic signing summary (such as audit trails, transaction audits, etc.).

(e) Assignment. You shall not assign, transfer, delegate, or subcontract any of your

rights or obligations under the Agreement, without the prior written consent of eXp, which consent may be withheld, delayed, or conditioned at eXp’s sole discretion. No assignment or delegation shall relieve you of any of your obligations hereunder. Any purported assignment or delegation in violation of this Section 12(e) shall be null and void.

(f) Non-Exclusivity. The Services to be received by eXp under this Agreement are not to be deemed as exclusive, and nothing in this Agreement shall prohibit eXp from engaging any persons or entities beyond you, during the Term, for the rendering of Services analogous to those rendered or to be rendered by you under the Agreement.

(g) Survival. Any provision of the Agreement that expressly or by implication should come into existence, or continue in force, on or after termination or expiration of the Agreement, shall remain in full force and effect.

(h) Amendments. eXp may update these T&Cs, and any other document incorporated into the Order Form (including but not limited to eXp Privacy Policy, and/or eXp Brand Guidelines) from time to time during the Term, and in such event those updates will govern and control. Notwithstanding the foregoing, the Order Form and the Statement(s) of Work may only be amended, modified or supplemented by mutual agreement of the Parties in writing. Any additions or amendments to the terms of these T&Cs set forth in the Order Form or the applicable Statement of Work will not constitute an addition or amendment to any provision of these T&Cs with respect to any other Order Form or Statement(s) of Work.

(i) Governing Law. This Agreement is made under and will be construed in accordance with the laws of the jurisdiction of eXp’s formation (without



giving effect to that jurisdiction's choice of law rules), and if the jurisdiction is a state or territory of the United States, then to the extent controlling, to the federal laws of the United States of America. The forum for any dispute or litigation arising out of this Agreement shall be in the jurisdictional courts situated the jurisdiction of eXp's formation. The Parties hereby (i) consent to the personal jurisdiction in the jurisdiction of eXp's formation for the purpose of legal proceedings; (ii) waive to the extent not prohibited by applicable law, and agree not to assert, by way of motion, as a defense or otherwise, in any dispute or litigation arising out of this Agreement, any claim that it is not subject personally to the jurisdiction of courts situated in the jurisdiction of eXp's formation, that any such dispute or litigation should be dismissed on grounds of forum non conveniens, should be transferred or removed to any court other than the one of the above-named courts, or that this Agreement or the subject matter hereof may not be enforced in or by such court; (iii) agree not to commence any litigation other than before one of the above-provided courts; and (iv) agree that for any litigation or legal action between the Parties arising out of this Agreement, such Party shall bring such action only in the jurisdiction of eXp's formation and waives any claim and will not assert that venue should properly lie in any other location within the selected jurisdiction. Notwithstanding the previous sentence, a Party may commence any litigation or proceeding in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by one of the above-named courts.

(j) Relationship of Parties; Third-Party Beneficiaries. This Agreement shall inure to the benefit of you and eXp and any successors or permitted assigns of you and eXp. Except as it may relate to any eXp Indemnified Party for the limited purposes

provided under this Agreement, no third party shall have any rights hereunder.

(k) Privacy and Data Security. During the Term of the Agreement, you may receive or have access to eXp data, including personally identifiable information of eXp, its clients, and its customers (collectively, "eXp Data"). You agree and covenant that you will use, retain, and disclose eXp Data solely and exclusively for the purpose for which eXp Data, or access to it, is provided pursuant to this Agreement, including the eXp Privacy Policy (as defined in the Order Form) and eXp Data Processing Agreement found at <https://exprealty.com/exp-data-processing-agreement>, (the "DPA"). If you process eXp Data for or on behalf of eXp, the DPA shall be automatically incorporated into the Agreement by reference and each Party shall comply with the DPA and all data protection and data privacy laws applicable to the Parties' respective collection, use, disclosure, retention, and other processing of eXp Data (the "Data Protection Laws").

You shall implement and maintain administrative, physical, and technical security procedures and practices that meet or exceed a sufficient level of security for the Personal Data and ensure they are designed to protect the security, confidentiality, and integrity of all eXp Data. All eXp Data must be safeguarded from unauthorized access, destruction, use, and modifications. You must notify eXp of any security breach of eXp Data within twenty-four (24) hours of identification of the security breach. You must provide eXp with the necessary support to comply with applicable Data Protection Laws. Access to all eXp Data must be maintained with a least privileged methodology and all eXp Data transfers to or from you must be encrypted using an agreed upon encryption standard, but no less than Advanced Encryption Standard (AES) 256. At least annually and in accordance with the DPA, you must: (a) allow eXp or its



independent third party auditors to audit your security of eXp Data and your compliance with the Agreement, or (b) provide third party audit reports. Upon termination or expiration of the Agreement, or at any earlier point when business transactions are no longer required between eXp and you, all eXp Data must be permanently deleted without recoverability from your systems. At no time should any eXp Data be used or altered for any purposes not authorized by the Agreement or the DPA, including without limitation for marketing, analytics, data mining, or commercial efforts.

(l) Prevailing Language. The Agreement has been prepared and is to be interpreted and applied in the American English language. By entering into this Agreement, the Parties certify that they speak, read and comprehend the American English language and understand the terms and conditions of this Agreement in their entirety. If this Agreement is translated into any other language, the original language text prevails.

(m) Days. Unless where expressly provided to the contrary, all references to days in this Agreement shall be construed as calendar days and a day shall begin at 12:00 a.m., and end at 11:59 p.m.

(n) Calculating Time Periods. In computing any time period prescribed or allowed under this Agreement, the day of the act or event from which the time period begins to run is not included, and the last day of the time period is included. For example, if a Party issues a Cure Period Notice to the other Party, the day that the Cure Period Notice is released does not count as the first day of the ten (10) day Cure Period.

[END OF EXP TERMS AND CONDITIONS]