

## MASTER INSPECTION AND SERVICES AGREEMENT

This Master Inspection and Services Agreement (this “**Agreement**”) is between Inspectify, a Delaware corporation (the “**Company**”), and \_\_\_\_\_ (the “**Inspector**”) effective as of \_\_\_\_\_, 202\_ (the “**Effective Date**”), and sets forth the terms on which Inspector shall provide Inspections and other limited Additional Services (each defined below) from time to time at the Company’s request.

### Recitals

Inspector is in the business of inspecting real properties. The Company owns and maintains a platform to facilitate real property inspections and other related limited services. The Company desires to engage Inspector to inspect and provide other limited services at properties (referred to in this Agreement as a “**Property**” or “**Properties**”), and Inspector desires to accept such engagement, subject to the terms and conditions of this Agreement.

### Agreements

The parties agree as follows:

#### 1. Inspections and Additional Services.

a. **Inspections.** Subject to the terms of this Agreement, Inspector shall inspect Properties at Company’s request from time to time and shall provide written inspection reports (each an “**Inspection**” and collectively the “**Inspections**”) of such Properties to the Company.

b. **Additional Services.** In addition to Inspections, Property owners may request Inspector to perform additional services including, without limitation, thermostat tests, turning on or off water supplies, minor winterization tasks, installing lock boxes, and other similar tasks (each an “**Additional Service**” and collectively “**Additional Services**”). Inspector shall not be required to perform any Additional Services unless Inspector agrees in writing to perform such Additional Services by accepting a Work Order requesting Additional Services. Any such Additional Services Inspector agrees to perform shall be subject to the terms of this Agreement. Inspections and any Additional Services provided by Inspector are referred to collectively herein as “**Services**”.

2. **Work Orders.** The Company shall request Inspections and Additional Services, as applicable, on behalf of Property owners or prospective purchasers by submitting to Inspector a work order setting forth the address of the Property to be inspected and all other information reasonably necessary for the applicable Services (each a “**Work Order**”). The Company may provide Work Orders in writing, via email or other electronic format, or via mobile application developed or used by the Company. Inspector shall notify the Company of its acceptance of each Work Order in writing or by other means designated by the Company. Upon the completion of any Services, Inspector shall submit each completed Inspection and evidence of Additional Services, along with any photographs, videos, depictions, renderings, and other information created in connection therewith, to the Company via email or other electronic format, through its mobile application, or as otherwise directed by the Company. Failure to accept a Work Order or perform the applicable Services within two business-days shall be deemed Inspector’s denial of the Work Order, and the Company shall have no liability to Inspector whatsoever in connection with any such Work Order. All Inspections and Additional Services shall be governed by the terms of this Agreement and the applicable Work Order, and in the event of a conflict between this Agreement and a Work Order, the Work Order shall control.

3. **Fees.** As consideration for each Work Order timely completed by Inspector in accordance with the terms of this Agreement and the applicable Work Order, within two business days after Inspector’s delivery of the Inspection and report of other Services to the Company, the Company shall initiate payment to Inspector in the amount set forth in the Work Order. Neither the Company nor any owner or prospective buyer of the Property subject to Services shall have any obligation to make any reimbursements or pay any other fees to Inspector in connection with any Services. The Company reserves the right to cancel any Work Order upon written notice to Inspector at any time before Inspector’s delivery of the Inspection to the Company. If the Company cancels any Work Order, the Company shall pay Inspector the cancellation fee set forth on Exhibit A.

4. **Standard for Inspections and Additional Services.** Inspector shall perform the Inspections and any Additional Services in a professional, workpersonlike manner in accordance with applicable law and customary industry practice and in accordance with the Company’s written standards, policies, and procedures (including those found at [www.inspectify.com](http://www.inspectify.com), <https://knowledge.inspectify.com/inspectify-community-guidelines> and within the Company’s software and applications used in connection with the Inspection, as applicable). In addition to the other requirements set forth herein, each Inspection shall identify all defects in the applicable Property that Inspector observes and deems material. Inspector shall perform each Inspection in accordance with the industry best practices, applicable jurisdictional standards, and the applicable Work Order.

5. **Scope of Services; Additional Information.** Inspector shall complete all Services in accordance with the terms of this Agreement and the applicable Work Order. Inspector acknowledges and agrees that Inspector may be requested to provide Property-related estimates and other information outside of the scope of Investor’s regular inspection reports and outside of the scope of the information required by applicable law. Such estimates may include information regarding estimates of damages and roof lifespan. Inspector shall provide all such estimates and information using Inspector’s best professional judgment. Inspector shall not be held liable for the accuracy of any such estimates or information as long as Inspector uses its best professional judgment in providing such estimates and other information. All such estimates and additional information shall be provided exclusively to the Company, and Inspector shall not provide any such estimates or additional information to any third parties, including insurance companies or property assessors, without the prior written consent of the Company except as required by law.

6. **Intellectual Property; Works Made for Hire.** All Inspections, writings, notes, depictions, images, photographs, and other similar documentation produced or created by Inspector in connection with Services rendered under this Agreement, together with any associated copyrights and other intellectual property rights, are works made for hire and are the exclusive property of the Company. To the extent any of the foregoing may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Inspector to the Company of all of Inspector’s rights therein and ownership thereof, and the Company shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the created works. Without limiting the foregoing, Inspector acknowledges and agrees that the Company may use for any purpose, assign, transfer, sell, and create derivative works from all of the documents and information described herein without notice to or consent from Inspector.

Inspector shall provide the Company with all signatures, documents, and information reasonably requested by the Company to acknowledge and perfect such rights.

7. **Waiver.** The Company acknowledges that each Inspection is in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the applicable Property or its components for any purpose. Except as otherwise set forth in this Agreement, Inspector disclaims all warranties, express or implied, associated with each Inspection and the additional estimates or information submitted to the Company therewith to the fullest extent allowed by law.

8. **Limitation on Liability and Damages, Indemnification.** Except for claims, damages, causes of action, costs and expenses (including attorneys' fees and costs) arising from Inspector's gross negligence, intentional misconduct, failure to follow any applicable professional or legal standard, damage to any Property, or other breach of this Agreement, (i) Inspector assumes no liability for the cost of repair or replacement of unreported defects to any Property subject to an Inspection, either current or arising in the future, and (ii) the Company waives any claim for exemplary, special or incidental damages relating to any Inspection. Notwithstanding the foregoing, Inspector's liability to the Company is expressly limited to the higher of \$1,000 per Work Order, or the inspection fee set forth in the Work Order; *provided, however*, that if Inspector's inspection of any Property or rendering of Additional Services results in damage to or destruction of the Property, Inspector shall be liable for the entire cost of the damage to the Property together with any other amounts the Company or the owner of the Property may be entitled to under this Agreement or applicable law. Inspector acknowledges and agrees that the Company makes no representations or warranties whatsoever regarding any Property or the condition thereof, and Inspector hereby waives any and all claims against the Company regarding the condition of any Property or resulting from Inspector's performance of any Services.

9. **Compliance with Laws.** Inspector shall maintain all applicable licenses, permits, registrations, and insurance coverage, if any, required in the jurisdictions in which Inspector performs Services and shall otherwise perform all Services in accordance with this Agreement, the applicable Work Order, and applicable law. For any Inspection completed using applications or software developed by the Company, Inspector shall not be liable for claims or damages that result exclusively from the application or software's failure to satisfy the requirements of applicable law. For all other Inspections, and for all aspects of any Inspection or Additional Services that do not relate exclusively to the Company's software or applications, Inspector shall complete all Inspections and Additional Services in accordance with applicable law. By executing this Agreement and performing Inspections or Additional Services, Inspector represents and warrants to the Company that Inspector maintains all licenses, permits, registrations, and insurance coverage required by applicable law for the completion of such Services. Unless the parties agree otherwise in writing, Inspector will not perform engineering, architectural, or any other job function requiring any occupational license other than those set forth above.

10. **Relationship of Parties.** Inspector is an independent contractor and this Agreement shall not create nor be deemed to create any other relationship between the Company and Inspector. Inspector shall not create any obligation or responsibility, express or implied, on behalf of or in the name of the Company or binding upon the Company in any way under this Agreement except as specifically authorized in writing by the Company. If Inspector is an entity, Inspector shall cause each of its employees, contractors, and agents engaged in performing Inspections to enter into one or more written agreements binding such employees, contractors, and agents to the terms and conditions of this Agreement.

11. **Contact with Buyers and Agents; Non-Solicitation.** Inspector agrees that during the term of this Agreement, and for one year thereafter, Inspector will not either directly or indirectly, (i) contact or attempt to contact or communicate directly with any buyer or prospective buyer of any Property subject to an Inspection or any other client of the Company, or (ii) solicit or attempt to solicit any buyer or prospective buyer of any Property subject to an Inspection or other client of the Company to terminate or modify his, her or its relationship with the Company. For the avoidance of doubt, Inspector shall communicate exclusively with the Company regarding all Services rendered under this Agreement and shall provide copies of each Inspection exclusively to the Company.

12. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue through and apply to all Services requested by the Company and completed by Inspector. This Agreement may be terminated upon written notice by either party delivered to the other. Following the termination hereof, Inspector shall not perform any Inspections or accept any Work Orders from the Company unless and until the parties execute a new Agreement. The provisions of Sections 6, 8, 9, 10, 11, 13, 15, and 16 shall survive the expiration or termination of this Agreement.

13. **Governing Law and Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The exclusive venue for any dispute arising out of this Agreement shall be in King County, State of Washington. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. If any party commences an action to enforce or interpret any provision of this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees incurred to prosecute or defend the action, including costs and fees incurred in any bankruptcy or appellate proceeding, from the nonprevailing party.

14. **Assignment.** This Agreement and the rights and obligations hereunder with respect to Inspector are personal to Inspector (regardless of whether Inspector is an individual or entity) and may not be assigned by any act of Inspector or by operation of law without the prior written consent of Company. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

15. **Waiver.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

16. **Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be enforced to the greatest extent permissible under applicable law.

17. **Electronic Signatures; Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement. Counterparts of this Agreement may be executed by a party and delivered to the other party in a "pdf" file sent via email or in other electronic format consistent with the Company's policies and procedures and applicable law. Photocopies and "pdf" or other electronic files of any signed or electronically executed counterpart of this Agreement are effective and valid for any and all purposes as if they were the original signed copy. For Inspectors that agree to the terms and conditions of this Agreement online or through an application or software developed by the Company, this Agreement shall be deemed valid and binding on Inspector upon Inspector's electronic acceptance of its terms.

18. **Notices.** All notices, offers, requests or other communications from any of the parties hereto to the others shall be in writing and shall be considered to have been duly delivered or served if hand delivered, emailed, or if sent by first class certified mail, return receipt requested, postage prepaid, to the Company at 101 Yesler Way, Suite 600, Seattle, WA 98104 or to Inspector at the address set forth below the Inspector's signature. Notices and other communication from the Company shall also be considered to have been duly delivered or served if sent to Inspector through any application or software developed by the Company and used by Inspector in connection with this Agreement.

19. **Entire Agreement.** This Agreement, together with the Work Orders submitted to Inspector from time to time and any standards, policies, procedures, or other Company documents or materials referenced herein, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other prior agreements and undertakings between the parties with respect to such subject matter. No modification, or amendment of any provision of this Agreement shall be effective unless specifically made in writing and duly signed by the party or parties to be bound thereby.

*[Signature page follows.]*

Executed as of the Effective Date.

<p><b>Inspector:</b></p> <p>[ENTITY]</p> <p>, a</p> <p>By: Name: Its:</p> <p>[INDIVIDUAL]</p> <p>Name:</p>	<p><b><u>Company:</u></b></p> <p>Inspectify, Inc., a Delaware corporation</p> <p>By: Name: Its:</p>
<p>Address:</p> <p>Email:</p>	<p>Address: Inspectify, Inc. Attn: 101 Yesler Way, Ste. 600 Seattle, WA 98104 Email:</p>

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**Exhibit A**

**Cancellation fee:**

Subject to cancellation fee if the work is not able to be rebooked.

Less than 24 hrs. notice = \$150

No fee for greater than 24 hrs notice.