

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), effective as of 1/1/24 (the “**Effective Date**”), is by and between Affiliated Consumer Services, Inc. (dba, Paperclip TC), a Wisconsin corporation (“**ACS**”) and the customer, as more specifically described on the signature page (“**Customer**” and together with ACS, the “**Parties**”, and each a “**Party**”).

WHEREAS, ACS has the capability and capacity to provide certain real estate coordination services; and

WHEREAS, Customer desires to retain ACS to provide said services, and ACS is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACS and Customer agree as follows:

1. **Services.** During the Term and subject to the terms and condition of this Agreement, ACS (dba, Paperclip TC) will provide to Customer the services and the deliverables set forth on **Exhibit A** (the “**Services**”).
2. **Exclusions.** The Services do not include any real estate advice, pricing strategy advice, real estate commission fee advice, contract drafting advice, tax advice, or legal advice. The Services do not include any negotiations or advice on negotiations between buyer and seller or their representatives.
3. **License Grant.** Subject to the terms and conditions of this Agreement, ACS hereby grants to Customer and Customer hereby accepts from ACS, a non-exclusive and nontransferable license during the Term to access and use the Services. This license is conditioned upon Customer’s strict compliance with the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Customer may use the Services for Customer’s own internal purposes only;
(b) Customer will not permit any third party to use the Services; (c) Customer will not create derivative works based on the Services or cause or permit others to; (d) Customer will not modify, reverse engineer, translate, disassemble, or decompile the Services, or cause or permit others to; (e) all use of the Services will be related to the services provided by ACS; (f) Customer will not remove any title, trademark, copyright, restricted rights notices, or labels on the Services; and (g) Customer will comply with any and all laws, statutes, regulations, and rules applicable to the Services. ACS hereby reserves all rights in and to the Services not expressly granted in this Agreement.
4. **Fees and Expenses.** Customer will pay to ACS (dba, Paperclip TC) the fees set forth on **Exhibit A** (the “**Fees**”). Payment of the Fees is due on the date set forth on **Exhibit A**. Customer is obligated to pay the Fees whether or not the transaction closes. If Customer fails to make any payment when due then, the unpaid balance shall accrue interest at a rate equal to the lower of 1.5% per month and the highest rate permitted by applicable law, until full payment is made. Customer will reimburse ACS for all costs incurred by ACS in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees. ACS may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person or entity by reason of such suspension. In addition to all charges specified in this Agreement, Customer will pay for all federal, state, local, or other taxes not based on ACS’s net income, property, or net worth, including, but not limited to, sales, use, privilege, and property taxes, or amounts, levied in lieu thereof, based on charges payable under this Agreement or based on the Services, Customer’s

use or any services performed hereunder, whether such taxes are now or hereafter imposed under the authority of any federal, state, local, or other taxing jurisdiction.

5. **ACS's Ownership.** Notwithstanding the rights granted to Customer in Section 3, ACS hereby retains the right to use, and to grant third parties the right to use, the Services for any purposes and all purposes whatsoever. As between ACS and Customer, ACS retains all right, title, and interest in and to the Services, all documents, work product and any other materials related to the Services, including all copies thereof in any form or medium, whether now known or existing or hereafter developed, whether developed by ACS or Customer, and all derivative works, methodologies, programs, analytical tools, algorithms, source code, software tools, and templates developed by ACS in connection therewith, and all copyrights, patents, trade secrets, trademarks, trade names, trade dress, goodwill associated therewith, and all other intellectual property rights arising therefrom (collectively, "ACS IP"). Except to the extent licensed herein, Customer acquires no rights in any ACS IP or in any intellectual property arising from ACS IP.

6. **Audit.** From time to time, ACS may audit Customer's use of the Services to determine compliance with the terms of this Agreement. ACS may terminate immediately any access to or use of the Services if Customer's use does not comply with the terms of this Agreement.

7. **Customer Obligations.** Customer will: (a) cooperate with ACS in ACS's performance of the Services; (b) respond promptly to ACS's requests for information or documentation for the performance of the Services; (c) provide access to information and materials necessary for ACS to perform the Services; (d) perform the work and fulfill the obligations of Customer under this Agreement; (e) provide timely approvals on any requests from ACS; (f) take all steps necessary, including obtaining required licenses or consents, to enable ACS to perform the Services; and (g) comply with all applicable laws in the sale or purchase of real estate, including, without limitation, any required disclosures (e.g. lead paint disclosure).

8. **Real Estate Licensed Activities.** ACS is not authorized to perform any license-related activities on your behalf. This includes, without limitation, preparing listing agreements or reviewing specific disclosure schedules. Neither Paperclip TC nor any of its coordinators are licensed or otherwise regulated by the State of Wisconsin. Notwithstanding the foregoing, the principal of ACS is a licensed Wisconsin real estate agent and nothing in this Agreement will prevent the principal's ability to continue operating as a real estate agent even to the extent that such operations conflict with the Services.

9. **No Warranties.** The Services are provided "as-is," "as-available," with all faults. ACS makes no representations or warranties of any kind, express or implied, as to the Services. Customer expressly agrees that the use of the Services is at Customer's sole risk. ACS disclaims all warranties, whether express, implied, statutory, or other, and ACS specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Without limiting the foregoing, ACS makes no warranty of any kind that the Services, or any materials provided with the Services, or any products, or results of the use of thereof, will meet Customer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, hardware, equipment, or other services, or be secure, accurate, complete, or error free. To the extent any third party materials are included in the Services, all such third party materials are provided "as-is" and any representation or warranty of or concerning any third party materials is strictly between Customer and the third party owner or distributor of the third party materials. To the extent the Services include the scheduling of any inspections, appraisals, or other uses of third party vendors, ACS makes no warranty of any kind related to such third parties or their services or products.

10. **Limitations on Liability.** In no event will ACS (dba, Paperclip TC) be liable for any loss of use, loss of revenue, loss of profit, loss of data, diminution in value, or for any indirect, special, exemplary, punitive, or consequential damages arising out of, or in any way

connected with, this Agreement or the Services, even if foreseeable or advised of the possibility of such damages. In no event shall ACS's aggregate liability under this Agreement or with regard to the Services, whether for breach of contract, in tort (including negligence), or otherwise, exceed the amount paid by Customer to ACS in the twelve months prior to the date of the claim.

11. **ACS's Confidential Information.** In connection with this Agreement, ACS may disclose or make available Confidential Information to Customer.

(a) "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that ACS considers confidential or proprietary, including information consisting of, or relating to, ACS's checklists, activity sets, trade secrets, know-how, business operations, templates, sequencing of events, plans, strategies, customers, pricing, technology, and other information with respect to which ACS has contractual or other confidentiality obligations.

(b) Confidential Information does not include information that Customer can demonstrate by written or other documentary records: (i) was rightfully known to Customer without restriction on use or disclosure prior to such information's being disclosed or made available to Customer in connection with this Agreement; (ii) was or becomes generally known by the public other than by Customer's or any of its representatives' noncompliance with this Agreement; (iii) was or is received by Customer on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) Customer can demonstrate by written or other documentary records was or is independently developed by Customer without reference to or use of any Confidential Information.

(c) As a condition to being provided with any disclosure of or access to Confidential Information, Customer will, as long as this Agreement is in effect and for 12 months thereafter: (i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) not disclose or permit access to Confidential Information other than to those who: (A) need to know such Confidential

Information for purposes of Customer's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and Customer's obligations under this Section; and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section; (iii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care; and (iv) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Section. Nothing herein shall limit a party's obligations with respect to trade secrets.

12. **Indemnification.** Customer agrees to indemnify, defend, hold harmless ACS (dba, Paperclip TC), its affiliates, officers, directors, shareholders, employees, and agents from and against, and will compensate and reimburse ACS (dba, Paperclip TC) for, all allegations, suits, claims, proceedings, damages, and losses (including attorneys' fees and professional fees) arising out of this Agreement or the Services.

13. **Term and Termination.** The term of this Agreement ("Term") will commence on the Effective Date and will continue for the term set forth on **Exhibit A**, unless earlier terminated as permitted under this Agreement. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of such breach; (b) becomes insolvent or subject (voluntarily or involuntarily) to any bankruptcy proceeding or the appointment of a court-appointed trustee, or makes a general assignment for the benefit of creditors; (c) is dissolved, liquidated, or takes any corporate action for such purpose. Notwithstanding anything to the contrary herein, ACS may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder.

14. **Suspension or Termination of Services.** ACS may, directly or indirectly, by any lawful means, suspend, terminate or otherwise deny

Customer's, or any other person's, access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ACS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ACS to do so; or (b) ACS believes, in its sole discretion, that: (i) Customer has failed to comply with, any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of ACS; (ii) Customer is, has been, or is likely to be, involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. This Section does not limit any of ACS's other rights or remedies, whether at law, in equity or under this Agreement. The rights and obligations of the Parties in Sections 5, 9, 10, 11, 12, 14, 15, 16, and 17, and any right or obligation of the Parties in this Agreement, which by its nature, should survive the termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

15. **Non-Solicit.** During the Term and for a period of one year following the expiration or termination of this Agreement, Customer will not, directly or indirectly, in any manner solicit or induce for employment any person who is in the employment of or working with ACS.

16. **Insurance.** During the Term of this Agreement and for a period of one year thereafter, Customer will, at its own cost and expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, such coverage as is necessary to cover Customer's obligations under this Agreement and also that which is required for Customer to maintain any professional licenses or other licenses required for Customer's business.

17. **General Provisions.**

(a) *Further Assurances.* Upon a Party's reasonable request, the other Party will, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

(b) *Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

(c) *Public Announcements.* Neither Party will issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed, provided, however, that ACS may, without Customer's consent, include Customer's name in its lists of ACS's current or former customers of ACS in promotional and marketing materials.

(d) *Notices.* All notices, requests, consents, claims, demands, waivers and other communications under this Agreement have binding legal effect only if in writing and addressed to a Party as set forth on the signature page to this Agreement (or to such other address or such other person that such Party may designate from time to time in accordance with Section). Notices sent in accordance with this Section will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt;

(ii) when received or rejected, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

(e) *Entire Agreement.* This Agreement, together with the exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) *Assignment.* Customer will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under

this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without ACS's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) *No Third-party Beneficiaries.* This Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(h) *Amendment and Modification; Waiver.* No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) *Severability.* If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(j) *Governing Law.* This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.

(k) *Equitable Relief.* Customer acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 11, 15, and 17, would cause ACS irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, ACS will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(l) *Attorneys' Fees.* In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of, or related to, this Agreement, the prevailing Party will be entitled to recover its attorneys' fees and court costs from the non-prevailing Party.

(m) *Force Majeure.* In no event will ACS be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement when and to the extent such failure or delay is caused by circumstances beyond ACS's reasonable control.

(n) *Counterparts.* This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date, notwithstanding the actual date of execution.

AFFILIATED CONSUMER SERVICES, INC.

By: _____
Name:
Title:
Address:

[CUSTOMER NAME]

By: _____
Name:
Title:
Address:

Exhibit A

Part I: The Services

- A. **ACS Services.** The following services will be performed by the ACS:
1. Under Contract to Closing transaction manager services
 2. Create eCalendar and eContact Sheet for each accepted contract
 3. Email introduction to all parties and email reminders
 4. Facilitate communication between the parties to the contract
 5. Document preparation and electronic paper management
 6. Scheduling of closing, appointments, inspections, and appraisals
 7. Tracking deadlines and deadline reminders
 8. Obtain signatures on documents and handle paperwork distribution

ACS WILL NOT PREPARE CONTRACTS, NEGOTIATE ANY ITEMS OR TERMS, OR GIVE ADVICE.

- B. **Commencement of the Services.** The Services may commence once ACS (dba, Paperclip TC) has received an executed Contract to Buy & Sell Real Estate and when applicable, a fully executed Lead-Based Paint Disclosure.
- C. **Office Hours.** ACS's standard hours of operation are Monday through Friday from 8:00 a.m. through 5:00 p.m. Central time.

Part II: The Fees

- A. **ACS Services Fees.** Customer will remit the following fees for the Services in accordance with the terms of this Agreement:
1. Transaction Management Services - \$350/transaction (payment due at closing)
 2. Transaction Management Services (new construction) - \$250/transaction (payment due at closing)
 3. Listing Coordination (per transaction) - \$600/transaction (payment due at closing)
- B. **Additional Fees.** Customer will remit the following additional fees in accordance with the terms of this Agreement:
1. Additional Contractor Coordination Services. If the Customer requires an excessive amount of contractor preparation or coordination, as determined in ACS's sole and absolute discretion, ACS may charge additional fees [at the rate of \$50.00/per hour/day].
 2. After Hours Services. If Services are requested to be performed outside standard hours of operation, ACS reserves the right to charge an additional [\$75.00 fee per hour/day] if such requests are accommodated.
- C. **Expenses.** In addition to the fees set forth above, Customer agrees to reimburse ACS for any out-of-pocket expenses in connection with the performance of the Services.
- D. **Invoice and Payment Terms.** Customer will pay all invoiced amounts due to ACS (dba, Paperclip TC) no later than [14 days] after the date of the invoice. ACS will invoice the title company for the amounts due to be paid at closing. Should the invoiced amounts not be collected by the title

company at closing, amounts will be due to ACS by Customer. Customer will then remit promptly payment to ACS in US Dollars by check.