

Entity to be Valued: _____

1. **Select** the valuation product being ordered: (See Definitions on Page 3)

- Premium SPARDATA Report: \$20,000
 Rush SPARDATA Report: \$9,500
 SPARDATA Report: \$7,500

2. **Payment Method** (Note: Checks should be made payable to SPARDATA):

Payment Type: Check Visa MasterCard American Express

Complete the following information if paying by credit card:

Card Number: _____

Cardholder Name: _____

Authorized Signature: _____

Expiration Date: ____/____

3. **List** contacts and valuation participants on Page 2.

Valuation Participants.

- We encourage you to include as participants in this project all management, family members and trusted advisors that need to know and understand the business value. SPARDATA is authorized to communicate the status and next steps of the valuation project to all participants listed on this contract.
- To ensure participants fully understand the work we produce and the value conclusion, we advise that they be authorized to fully participate in the valuation project. This means they will receive a copy of the draft report and are invited to talk directly with the SPARDATA analyst about the details of the business and the valuation. Check 'Yes' for each participant you wish to authorize in the right column on Page 2.

Primary Contact. Designate ONE primary participant that SPARDATA should contact to request financial information and learn details about the business, including completion of the Management Questionnaire.

Final Report Recipient. SPARDATA provides ONE printed and bound copy of the final report to the client who engaged our services. If you prefer the final report be sent to someone other than the client, please note in the special instructions below. For an additional fee (see Appendix Section 4, Page 8), SPARDATA will print and mail additional copies upon request. Unless instructed otherwise, SPARDATA will send electronic copies of the finished valuation to all fully authorized Participants.

4. **Special Instructions.** Please share any special instructions we need to be aware of when working on this valuation. (Ex. If you prefer communication mode other than e-mail/phone, Employees not aware of the valuation-send report to home address, Alternate recipient of final report, Best time of day to reach you...)

5. **Read** this contract and **sign** on Page 8.

6. **Send** this contract and payment. If credit card payment, orders may be faxed: 240-553-1331.

SPARDATA
6785 Business Parkway, Suite 104
Elkridge, MD 21075



Valuation Participant List <small>SPARDATA is authorized to communicate the status of the valuation project to all participants listed. On the right, designate those that are also authorized to discuss the valuation in detail and receive draft reports.</small>	Primary Contact for Data Collection	SPARDATA is authorized to share copies of draft reports and discuss details of the valuation project
Client	Select One	
Name: _____ Title: _____ Company: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Cell: _____ E-mail: _____	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Advisor <input type="checkbox"/> Financial Advisor <input type="checkbox"/> Accountant <input type="checkbox"/> Attorney		
Name: _____ Title: _____ Company: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Cell: _____ E-mail: _____	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Additional Participant <input type="checkbox"/> Financial Advisor <input type="checkbox"/> Accountant <input type="checkbox"/> Attorney		
Name: _____ Title: _____ Company: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Cell: _____ E-mail: _____	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Additional Participant <input type="checkbox"/> Financial Advisor <input type="checkbox"/> Accountant <input type="checkbox"/> Attorney		
Name: _____ Title: _____ Company: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Cell: _____ E-mail: _____	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

THIS REPORT AND SERVICES AGREEMENT (hereafter: the "Contract") is entered into as of ____/____/____ by and between Securities Pricing and Research, Inc. ("SPARDATA"), 6785 Business Parkway, Suite 104, Elkridge, MD 21075 and _____ (hereinafter referred to as "Client").

WHEREAS, SPARDATA is a valuation firm specializing in valuing securities issued by privately owned business entities (hereafter: "Issuer" or "Issuers"); and

WHEREAS, SPARDATA's product line includes several different products containing the fair market value and related information pertaining to such securities; and

WHEREAS, Client is either the owner of securities issued by one or more private Issuers, or provides services to such owners; and

WHEREAS, Client wishes to purchase from SPARDATA one or more products from its product line, and SPARDATA wishes to sell to Client one or more of its products;

NOW THEREFORE, the parties agree as follows:

1) Definitions.

1(A) *Advisor.* The person or entity (or an employee or affiliate thereof) providing investment, insurance, legal, accounting or other professional services to the Client; and who has executed an Affiliate Agreement that SPARDATA has accepted.

1(B) *Final Draft.* The final version of the valuation report, incorporating any additional information Client furnished (if any) after reviewing the first and all subsequent versions of the draft report. If Client provides information to SPARDATA after receiving the Final Draft, Client agrees to pay SPARDATA at the rate set forth in "Hourly Rate for Revisions" section of Appendix A of this Contract for time spent revising the Final Draft to reflect the new information.

1(C) *First Draft.* The preliminary version of the valuation based upon the information provided to SPARDATA.

1(D) *Issuer.* The Issuer is the entity that has issued the security being valued by SPARDATA.

1(E) *Premium SPARDATA Report.* This product is designed to meet Revenue Ruling 59-60, American Institute of Certified Public Accountant (AICPA) and National Association of Certified Valuation Analysts (NACVA) Professional Standards. This type of report is a Summary Valuation Report. It includes analysis and research necessary and sufficient to express an opinion or calculation of value for the Subject Interest. The premium service includes all aspects of a Standard SPARDATA Report plus the addition of the following components. The analysis includes discussions and forecasts of national, regional and local economic conditions, industry and market conditions and trends, the Subject Company's competition, and the industry competitive landscape. The project includes a site visit to the Subject Company's facilities and in-depth interviews with Company management.

1(F) *Rush SPARDATA Report.* Identical to the SPARDATA Report in every respect, except that SPARDATA guarantees expedited delivery of a Rush SPARDATA Report after receiving all information set forth in Section 2. Completion time for a Rush report is half the normal completion time for a SPARDATA Report.

1(G) *SPARDATA Report*. This product is designed to meet Revenue Ruling 59-60, American Institute of Certified Public Accountant (AICPA) and National Association of Certified Valuation Analysts (NACVA) Professional Standards. This type of report is a Summary Valuation Report. It includes analysis and research necessary and sufficient to express an opinion or calculation of value for the Subject Interest. The report does not explicitly include discussions and forecasts of economic outlook and industry trends or competitive landscape. All work is performed remotely relying on written documents and email and telephone communication. The final product consists of a detailed printed and bound document containing SPARDATA's analysis of the Subject Interest. The report provides SPARDATA's estimate of fair market value, explanation of how the discount (if any) was calculated and assumptions used in the analysis. SPARDATA Reports also contain copies of documents provided by the security issuer and reference documents on security valuation methodologies and regulatory information.

1(H) *Tax Returns or Financial Statements*. In order to determine a security's fair market value, SPARDATA requires the three most recent tax returns, audited financial statements, or financial compilations from the security Issuer. If the entity has been in existence less than three years, then SPARDATA requires all tax returns or financial statements prepared since the entity's inception.

1(I) *Valuation Date*. The Valuation Date is the specific point in time in which the opinion or calculation of value applies. This is generally the entity's fiscal year end, unless otherwise directed by the Client. **Additional charges will apply if you change the valuation date after the first draft is completed.**

2) **Client Responsible For Providing Required Information**. Client is responsible for providing to SPARDATA the Issuer's financial statements, tax returns and/or other information required by SPARDATA in order to value the entity. Client understands that SPARDATA cannot value a security without having first received the required information.

3) **Ownership of Report**. The tangible copy of the final SPARDATA Report, Rush SPARDATA Report or Premium SPARDATA Report (hereafter referred to as the "Report" or "Reports") delivered to the Client shall be owned by the Client. Client may share the Report with others (e.g. Client's accountant, attorney, financial advisor, family members, buyers, etc.), and may make copies of the Report (including electronically, by microfiche or other similar means of archiving). Under no circumstances shall Client resell the Report to any person, nor provide it to anyone who resells it. SPARDATA retains ownership of SPARDATA-developed copyrights in all Reports, and all rights to such copyrights not expressly granted herein are reserved to SPARDATA.

3(A) Client consents to SPARDATA providing to Client's Advisor (i) a copy of the Report, (ii) summaries thereof; and (iii) copies of the financial statements, tax returns, property tax bills, shareholder agreements and/or other documents upon which SPARDATA based its valuation conclusions.

4) **Fees**. In consideration of the delivery of products by SPARDATA and other services provided herein, Client agrees to pay SPARDATA the product fees as set forth in Appendix A, attached hereto. Client agrees that it is solely responsible for the payment of fees under the terms and conditions established under Appendix A.

5) **Subsequent Testimony**. Should Client ask SPARDATA to defend its valuation work performed for Client, or provide expert testimony, Client agrees to pay SPARDATA rates as set forth in the "Subsequent Testimony" section of Appendix A of this Contract.

6) **Indemnification.** This Section sets forth the understanding and agreement of the parties with respect to indemnification.

6(A) Client understands that, by providing Reports to Client, SPARDATA risks being named in a suit against the Client (or an entity with which the Client is associated). Client understands that SPARDATA would have to devote time and resources towards its defense, even if the suit is abandoned, thrown out of court, or otherwise terminated; or if SPARDATA is never adjudicated by a court to have violated any law.

6(B) To induce SPARDATA to provide valuation services to the Client for use by the Client, therefore, Client agrees to defend and hold harmless SPARDATA and its employees, agents and directors against claims, demands, suits in actions or any other action brought against it, and agrees to indemnify SPARDATA and its employees, agents and directors against any and all losses, claims, damages, liabilities or expenses (including reasonable attorney's fees) to which SPARDATA may become subject by virtue of providing products to Client. Such indemnification shall survive the termination of this agreement.

6(C) 6(C) Client agrees to indemnify SPARDATA and its employees, agents and directors against any and all losses, claims, damages, liabilities or expenses (including reasonable attorney's fees) resulting from or arising out of Client's breach of the covenants contained herein, including but not limited to the breach of the duty not to resell for publication, or distribute, copy, transfer or otherwise disseminate SPARDATA products to third parties for resale.

6(D) However, SPARDATA shall enjoy no indemnification from the Client in the case when SPARDATA is adjudicated by a relevant court of law to be guilty of gross negligence, willful misconduct, lack of good faith, or breach of duties or obligations or contractual agreements in connection with the proposed determination of value.

6(E) The parties agree that to the extent SPARDATA performs the services set forth in this Contract, it is not a fiduciary with respect to the Client.

7) **Disclaimer.** SPARDATA will not be held responsible for any changes in value subsequent to the Valuation Date; for Client's detrimental reliance on SPARDATA's estimate of value; or for any inaccuracies over which SPARDATA has no control. The value arrived at is SPARDATA's best estimate of value, and SPARDATA does not guarantee that the stated value is the price at which a transaction will occur. SPARDATA's valuation and valuation methodology is not a guarantee of actual value but only represent SPARDATA's reasonable assessment of value based on the information supplied to it and its own research, resources and experience.

8) DISCLAIMER OF IMPLIED WARRANTY; LIMITATION OF LIABILITY AND REMEDY.

(A) OTHER THAN AS EXPRESSLY SET FORTH ABOVE, SPARDATA DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND SPARDATA EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(B) IN NO EVENT WILL SPARDATA BE LIABLE TO CLIENT UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS TOTAL FEES PAID TO SPARDATA UNDER THIS AGREEMENT.

(C) IN NO EVENT WILL SPARDATA, ITS SUBSIDIARIES, AFFILIATED COMPANIES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS, OR ITS LICENSORS, BE LIABLE TO CLIENT FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING

LEGAL FEES AND EXPENSES), OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE THE SERVICES OR THE PRODUCTS OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT, EVEN IF SPARDATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS; PROVIDED HOWEVER THAT IF SPARDATA HAS INTENTIONALLY HARMED CLIENT, ENGAGED IN WILLFUL MISCONDUCT, OR ACTED WITH GROSS NEGLIGENCE, THEN THIS LIMITATION OF LIABILITY CLAUSE SHALL NOT APPLY AND SPARDATA SHALL BE LIABLE FOR ITS ACTIONS.

(D) IN ANY CLAIM CONCERNING THE VALIDITY OR ACCURACY OF THE PRODUCTS, CLIENT'S SOLE REMEDY SHALL BE FOR SPARDATA TO CORRECT OR REPLACE SUCH PRODUCTS.

9) **Confidentiality Of Issuer Information.** SPARDATA shall not disclose (except to its employees and affiliates; Client and Client's affiliates; Advisor; and/or the Issuer) any Issuer Information to any person, firm or corporation. SPARDATA shall use the same degree of care in safeguarding Issuer Information as it uses for its own confidential and proprietary information.

(A) Notwithstanding the obligation in Section 9, information and data disclosed by Client and/or Issuer to SPARDATA shall not be deemed to be Issuer Information, and SPARDATA shall have no obligation to treat such information and data as Issuer Information, if such information and data (a) was substantially known by SPARDATA at the time of such disclosure; (b) was known to the public at the time of such disclosure; (c) becomes known to the public (other than by act of SPARDATA) subsequent to such disclosure; (d) is disclosed lawfully by a third party subsequent to such disclosure by SPARDATA; (e) is developed independently by SPARDATA without reference to the Issuer Information; (f) is approved in writing by Client and/or Issuer for disclosure by SPARDATA; or (g) is required by law to be disclosed by SPARDATA provided that SPARDATA gives to Client or Issuer (as the case may be) prior written notice of such required disclosure.

10) **Client Attestation.** Client declares he, she or it is either (i) the legal owner of a beneficial interest in the security or securities to be valued, or (ii) a duly appointed representative of the legal owner properly acting on his, her or its behalf.

11) **Use Of Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were on the same instrument.

12) **Miscellaneous.**

12(A) *Applicable Law.* The Contract has been made, executed, and delivered in the State of Maryland, U.S.A., in which state the offices of SPARDATA are located and the parties agree that the Contract is in all respects (including, but not limited to, all matters of interpretation, validity, performance, and the consequences of breach) to be exclusively construed, governed, and enforced in accordance with the laws of the State of Maryland exclusive of its conflicts of laws, and any applicable federal laws of the United States of America, as from time to time amended and in effect. Client consents and submits to the sole and exclusive jurisdiction and venue over any arbitration, suit, or other legal proceeding that may arise out of or in connection with this Contract, by the state or federal courts of the State of Maryland. The parties agree that the Uniform Commercial Code, Article 2 Sales, and United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Contract or the parties hereto.

12(B) *Assignment.* This Contract may not be assigned or delegated by Client without the prior written consent of SPARDATA.

12(C) *Waiver.* A waiver by any of the parties hereto of any breach by the other party of any of the terms, provisions or conditions of the Contract or the acquiescence of any party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision, or condition of any subsequent act contrary thereto.

12(D) *Entire Agreement; Amendments.* This Contract and the Appendix attached hereto represent the entire understanding between the parties hereto with respect to the subject matter hereof and supersede all other written or oral agreements heretofore made by or on behalf of SPARDATA or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

12(E) *Force Majeure.* If the performance of this Contract by either party, or of any obligation under this Contract, other than the payment of fees and expenses, is prevented, restricted or interfered with by reason of war, revolution, civil commotion, riot, fire, flood, disaster, acts of public enemies, blockade or embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to above, which is beyond the reasonable control of the party affected, such party shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use its best efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Notwithstanding the foregoing, if such act or condition beyond reasonable control continues for a period of 180 days or more, the unaffected party may, on notice to the party affected, terminate the Contract, and neither party shall have any further obligation to the other save for those provisions hereunder which, by their terms, survive the termination of the Contract.

12(F) *Headings; no adverse construction.* The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference, and shall not be considered in the construction or interpretation of any provision hereof. This Contract has been the result of mutual negotiation between the parties and shall not be construed against either party.

12(G) *Severability.* If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Contract will continue in full force and effect.

12(H) *Notice.* All communications between the parties which are required or permitted to be in writing shall be sent by First Class Mail, or by recognized courier, properly prepaid and sent to the addresses specified below. All such communications shall be deemed received by the other parties upon the earlier of: (i) actual receipt or actual delivery to the address specified in the first paragraph of the Contract, or (ii) three days after notice is deposited in a proper U.S. mail receptacle, postage prepaid, sent by certified or registered mail. By written communication, the parties may designate a different address for purposes hereof.

For SPARDATA:

Brad Davidson, President
Securities Pricing and Research, Inc.
6785 Business Parkway, Suite 104
Elkridge, MD 21075

For Client:

Name: _____
Firm: _____
Address: _____
City: _____ St: _____ Zip: _____

12(I) *Testimonial.* After the Final Draft has been delivered, SPARDATA may ask Client to prepare a testimonial (or approve a testimonial prepared by SPARDATA) to be used by SPARDATA for its own marketing purposes. Should SPARDATA make such a request, Client has no obligation to agree to it.

Agreed to by SPARDATA:	Agreed to by Client:
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Print Name and Title	Print Name and Title
Dated: ____ / ____ / ____	Dated: ____ / ____ / ____

Appendix A: Product Fees

Product Fees. The Product Fees for the various products are described in this Appendix. These fees apply to valuations of closely-held stock, limited partnership interests and certain debt securities issued by private companies. (Valuations of Family Limited Partnerships are excluded. Family Limited Partnership valuations may be ordered from SPARDATA pursuant to a separate Contract.)

- SPARDATA Report.** In consideration of the mutual covenants of this Contract, Client agrees to pay SPARDATA \$7,500 for each SPARDATA Report, payable at the time the order is placed.
- Rush SPARDATA Report.** In consideration of the mutual covenants of this Contract, Client agrees to pay SPARDATA \$9,500 for each Rush SPARDATA Report, payable at the time the order is placed. SPARDATA will make its best efforts to deliver a Rush SPARDATA Report within four weeks of its receiving from the Client (i) a signed Contract, (ii) complete Issuer information as provided in Section 4, and (iii) payment of the \$9,500 fee.
- Premium SPARDATA Report.** In consideration of the mutual covenants of this Contract, Client agrees to pay SPARDATA \$20,000 for each Premium SPARDATA Report, payable 50% at the time the order is placed, and the balance due before the 1st Draft is delivered.
- Reprints.** In consideration for Client paying the fees set forth above, SPARDATA will provide Client with one (1) copy of the final SPARDATA Report, Rush SPARDATA Report, or Premium SPARDATA Report (as the case may be). Client may purchase additional printed and bound copies of a SPARDATA Report, Rush SPARDATA Report, or Premium SPARDATA Report for \$50 per copy. Client may prepare their own copies of the report from the electronic document provided at the conclusion of the valuation project.
- Hourly Rate for Revisions.** SPARDATA's time spent preparing the valuation First Draft and Final Draft are included in the Product Fee. However if Client provides information to SPARDATA after receiving the Final Draft, Client agrees to pay SPARDATA at a rate of \$300 per hour for time spent revising the Final Draft to reflect the new information.
- Subsequent Testimony.** Should Client ask SPARDATA to defend its valuation work performed for Client, or provide expert testimony, Client agrees to pay SPARDATA \$300 per hour (or, if a SPARDATA employee must travel to any location, \$5,000 per day with a one day minimum). Client also agrees to reimburse SPARDATA for all reasonable costs and expenses associated with providing such testimony.