

ClearValue Advisory BROKER PARTNER AGREEMENT

Effective: 2026-05-01 • Version 1.0

This Broker Partner Agreement (the "Agreement") is entered into between ClearValue Advisory ("ClearValue") and the broker, M&A advisor, brokerage firm, or affiliated agent identified in the corresponding signup record (the "Broker"). By checking the agreement-acceptance box on /brokers/signup, completing checkout for a broker subscription tier, or otherwise accessing the ClearValue broker portal, Broker agrees to be bound by every term below.

1. Services

ClearValue grants Broker a non-exclusive, non-transferable, revocable license to access the ClearValue broker portal and to generate white-labeled valuation reports, gap analyses, AI integration roadmaps, executive summaries, and related deliverables (collectively, the "Deliverables") for Broker's own clients. Each subscription tier Solo, Team, or Brokerage carries the seat count, monthly assessment allotment, and overage rate published on /broker-pricing on the date of purchase.

2. Subscription Term & Renewal

All broker plans require an initial twelve (12) month commitment beginning on the date of first successful payment. After the initial term the subscription auto-renews for successive twelve (12) month periods unless Broker delivers written cancellation at least thirty (30) days before the renewal date to support@bizvaluefree.com. Downgrades take effect at the next renewal.

3. Fees & Refunds

Broker authorizes ClearValue (and its payment processor Stripe) to charge: (a) the one-time \$999 setup fee at signup; (b) the monthly subscription fee for Broker's tier; and (c) any per-assessment overage fees beyond the included monthly allotment. The setup fee is non-refundable. Monthly subscription fees are non-refundable after the 15th of each month. Overage fees are calculated at month-end and charged on Broker's next billing cycle.

4. White-Label & Branding Rights

Broker may apply Broker's firm name, logo, contact information, and color palette to every Deliverable surfaced through the broker portal. Broker is solely responsible for ensuring the lawful use of those marks and shall indemnify ClearValue against third-party claims arising from Broker-supplied branding materials. ClearValue retains all rights to the underlying valuation engine, prompt templates, and report architecture.

5. Use of Deliverables

Deliverables are produced by an automated AI valuation engine and are intended as informational tools to support Broker's professional judgment. Deliverables are not an opinion of value within the meaning of USPAP, NACVA, ASA, or any other professional appraisal standard, and are not investment, tax, legal, or accounting advice. Broker is solely responsible for the use of any Deliverable with Broker's clients, including

disclosure of methodology limitations and applicable disclaimers.

- " Broker shall not resell, sublicense, or distribute Deliverables outside of Broker's bona-fide engagements with Broker's own clients.
- " Broker shall not represent ClearValue Deliverables as Broker's independently produced work, except in the form expressly enabled by the white-label feature.
- " Broker shall comply with all applicable broker, dealer, advisor, and licensing rules in every jurisdiction in which Broker operates.

6. Client Data & Confidentiality

Broker is the controller of Broker's client data; ClearValue is the processor. Broker represents and warrants that Broker has obtained all consents and authorities required to upload client information into the broker portal. Each party shall maintain the confidentiality of the other's non-public information using reasonable care. Following cancellation, ClearValue will retain Broker's client data for ninety (90) days for export, after which the data is permanently deleted in accordance with the ClearValue Privacy Policy.

7. Acceptable Use

Broker shall not (a) reverse engineer the platform; (b) input data containing protected health information, social-security numbers, or other regulated identifiers without prior written consent from ClearValue; (c) generate Deliverables for parties Broker is not actively engaged with; (d) share login credentials beyond the seat count of Broker's tier; or (e) use the platform to harass, defraud, or mislead any third party.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLEARVALUE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID BY BROKER TO CLEARVALUE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL CLEARVALUE BE LIABLE FOR LOST PROFITS, LOST CLIENT ENGAGEMENTS, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

9. Indemnification

Broker shall defend, indemnify, and hold harmless ClearValue, its officers, employees, and agents from any claim, demand, or proceeding arising out of (a) Broker's use of the platform; (b) Broker's white-label distribution of Deliverables; (c) Broker's client data; or (d) any breach of this Agreement by Broker.

10. Termination

ClearValue may suspend or terminate Broker's access immediately for non-payment, breach of Sections 5-7, or for any conduct that ClearValue reasonably believes presents legal, security, or reputational risk. On termination, all licenses granted to Broker terminate, and Broker shall cease distribution of Deliverables generated under this Agreement, except for Deliverables already delivered to bona-fide clients.

11. Dispute Resolution & Governing Law

This Agreement is governed by the laws of the State of Nevada, without regard to its conflict-of-law principles. The parties shall attempt in good faith to resolve any dispute through direct negotiation. If the dispute is not resolved within thirty (30) days, the parties shall submit the matter to binding arbitration in Clark County, Nevada under the Commercial Arbitration Rules of the American Arbitration Association. The prevailing party is entitled to recover reasonable attorneys' fees and costs.

12. Modifications

ClearValue may revise this Agreement from time to time. Material changes will be communicated by email to the address on Broker's account at least fourteen (14) days before they take effect. Broker's continued use of the platform after the effective date constitutes acceptance of the revised Agreement.

13. Entire Agreement

This Agreement, together with the ClearValue Terms of Service (referenced at [/terms#broker-partner-subscription](#)) and Privacy Policy, constitutes the entire agreement between the parties relating to the broker subscription and supersedes all prior or contemporaneous communications.

14. Acceptance

Broker acknowledges that by checking the "I have read and agree to the Broker Partner Agreement" box at [/brokers/signup](#), Broker is executing this Agreement electronically and that such acceptance has the same legal force as a written signature. The timestamp of acceptance is recorded by ClearValue and stored in Broker's signup record (`agreement_accepted_at` field).

Questions about this Agreement: support@bizvaluefree.com • (702) 848-4663

ClearValue Advisory • bizvaluefree.com