INTERSCHOLA™ SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made as of the last date set forth below in the signature blocks of this Agreement (the "**Effective Date**") by and between Interscholastic Trading Company, LLC, having its principal place of business in San Francisco, California ("**InterSchola**"), and San Leandro Unified School District, located in San Leandro, California ("Client").

Recitals

A. InterSchola offers a service to assist Client in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with CA Education Code Sections 17540-17542, 17545-17547, 60510-60511 as appropriate.

B. Client desires to sell surplus education goods and to engage InterSchola to assist in such endeavor.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. InterSchola Responsibilities.

InterSchola shall use commercially reasonable efforts to perform the services as more fully described in Exhibit A **("Auction Plan and Schedule**") and to complete such services in a professional and workmanlike manner. InterSchola may retain independent contractors to manage the auction activities remotely and at the Client location(s) ("**Field Auction Manager(s)**") and shall use commercially reasonable efforts to ensure that the Field Auction Managers perform their tasks in a professional and workmanlike manner. InterSchola shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. InterSchola shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. InterSchola may update Exhibit A ("Auction Plan and Schedule") by providing Client thirty (30) days written notice.

2. Client Responsibilities.

Client agrees to assign a representative who will be the primary contact for InterSchola (the "**Client Representative**") to work with InterSchola and its Field Auction Manager(s). Client will provide a safe and clean environment for the Field Auction Manager(s) in which to perform his/her inventory and related work. Further, Client acknowledges that InterSchola's ability to perform as required under the Auction Plan and Schedule will require Client to perform certain tasks as contemplated in Exhibit A, which Client agrees to perform in a commercially reasonable manner. Client shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. Client represents that it has the right to sell any items to be sold in connection with this Agreement. Client will indemnify and hold harmless InterSchola and its officers, Managers, employees and agents from and against all claims, damages, losses or costs (including reasonable attorney fees) arising in connection with any claim based on or arising from items sold or offered for sale in connection with this Agreement or title thereto, except to the extent such claim is based on the negligence or willful misconduct of Interschola or its agents.

3. Relationship of the Parties.

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between Client and InterSchola or between Client and InterSchola's Field Auction Manager(s). InterSchola agrees and acknowledges that neither it nor any of its employees or independent contractors shall be considered officers, employees or agents of Client and are not entitled to benefits of any kind from Client and InterSchola shall be responsible for payment of all federal, state and local taxes or contributions, if any, including for unemployment insurance, social security and income taxes with respect to InterSchola's employees.

4. Fees.

Client agrees to receive payment for items sold by InterSchola on behalf of Client less fees to InterSchola as set forth in Exhibit B ("**Fee Structure**"). InterSchola may update Exhibit B from time to time by providing Client thirty (30) days written notice, but in no event will such an update affect any listings for which Public Notice has already been posted. Client shall be responsible for the payment of any other fees, fines, licenses or taxes (including sales tax collected) required of or imposed against Client.

5. Client Acknowledgements.

Client acknowledges and agrees that: (i) InterSchola cannot predict how much, if any, revenue will be produced for Client through the activities contemplated in the Auction Plan and Schedule; (ii) the parties may not succeed in significant reduction of inventory or storage requirements for Client; (iii) active participation in the Auction Plan and Schedule by an appointed Client Representative will be required by Client and its employees or contractors (as set forth in this agreement); (iv) the Field Auction Managers may be independent contractors retained by InterSchola, and may not be fully bonded or insured; and (v) Client agrees to assign Client Representative(s) to supervise and monitor InterSchola's employees or Field Auction Managers while they are on Client's site and not to permit InterSchola nor any of its employees or Field Auction Managers to have contact with any pupil during the course of performing the services contemplated herein.

6. Confidentiality; Limits Imposed by Law.

InterSchola acknowledges that its Confidential Information may be disclosed to members of the public as required by the California Public Records Act (Government Code section 6250 et seq.) or at Client's public board meetings pursuant to the Brown Act (Government Code Section 54950 et seq.) Except to the extent required by these or other laws, a party receiving Confidential Information from the other party will not disclose or use it except as necessary to perform its obligations or enforce its rights under this Agreement, and each party will take all reasonable steps to ensure that its employees and agents comply with the foregoing. In the event of use or disclosure by the receiving party in violation of this Agreement, the disclosing party will be entitled to seek legal or equitable relief without posting bond.

"Confidential Information" means: (i) with respect to Client, any personally identifiable information of a student of Client's; (ii) with respect to InterSchola, all information which gives InterSchola a competitive business advantage or the disclosure of which would be detrimental to its interests; (iii) the terms of this Agreement; and (iv) all information that is marked as confidential. "Confidential Information" does not include information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) is received by the receiving party from a third party other than in breach of confidentiality obligations; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

7. Disclaimer of Warranties.

INTERSCHOLA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTERSCHOLA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF INTERSCHOLA'S OBLIGATIONS HEREUNDER.

8. Limitation of Liability and Damages.

EXCEPT WITH RESPECT TO CLIENT'S INDEMNITY OBLIGATIONS IN SECTION 2, NEITHER PARTY NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT WILL INTERSCHOLA'S LIABILTY ARISING OUT OF OR OTHERWISE WITH RESPECT TO THIS AGREEENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE GREATER OF THE MAXIMUM AMOUNT COVERED BY ANY APPLICABLE INSURANCE CARRIED BY INTERSCHOLA OR THE AMOUNTS RECEIVED BY INTERSCHOLA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE LIABILITY IS DETERMINED.

9. Term and Termination.

The term ("**Term**") of this Agreement shall begin on the Effective Date and shall continue thereafter for one year with automatic one year renewals. Either party may terminate this Agreement for material breach by the other party that is not cured thirty (30) days after receipt of written notice by the non-breaching party. Following the first anniversary of the Effective Date, either party may terminate this Agreement for no cause by providing thirty (30) days written notice to the other party.

10. Publicity.

Client grants InterSchola the right to and agrees that InterSchola may use Client's name and the existence of this Agreement in client lists, presentations or promotions with prior written approval from Client, which shall not be unreasonably withheld.

11. Insurance.

InterSchola shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by InterSchola.

InterSchola shall maintain limits no less than:

General Liability: $1,000,000 per occurrence. $2,000,000 aggregate.

12. General Provisions.

12.1. Arbitration and Governing Law. Except as provided below, any dispute, controversy or claim relating to this Agreement shall be resolved in San Francisco, California in accordance with the then-existing Commercial Arbitration Rules promulgated by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court. This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws rules.

12.2. Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

12.3. Anti-Discrimination. InterSchola will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, sexual orientation or gender of such persons.

12.4. Assignment. The obligations of InterSchola pursuant to this Agreement may not be assigned, except, in the case of a merger or acquisition of all or substantially all of InterSchola's business.

12.5. Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

12.6. Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement

12.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, weather, fire, floods, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, and acts of war or terrorism.

12.8. Survival. The following provisions shall survive termination or expiration of this Agreement: Section 2 (but only with respect to Client's indemnity obligation); Section 6 (Confidentiality); Section 7 (Disclaimer of Warranties); Section 8 (Limitation of Liability and Damages), and Section 12 (General Provisions).

AGREED AND ACKNOWLEDGED:

CLIENT: _____	**INTERSCHOLASTIC TRADING COMPANY, LLC**
Signature: _____	**Signature: _____**
Print Name: _____	**Print Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**

Please *fax* the complete signed contract to (415) 651-9676.

In addition, please *mail* two (2) signed copies *(with original signatures)* of the *complete* agreement to:

InterSchola
1004A O'Reilly Avenue, 3rd Floor
San Francisco, CA 94129

Exhibit A
AUCTION PLAN & SCHEDULE

GENERAL SERVICES

- For purposes of this agreement, Surplus ("Surplus") is defined as material which is owned by the Client, deemed no longer needed by the Client, which has been declared as such by a responsible party, group or Board according to published protocol, and for which, the Client would like InterSchola to provide the company's services to evaluate a Sale ("Sale").
- InterSchola will conduct an Orientation with each Client (in person or by phone) ("Client Orientation") to review best practices for Surplus sales (including optimal frequency and strategies for organizing Surplus sales). Client is asked to invite all members of staff who may have access to or knowledge of Surplus items to participate in the Orientation.
- Client is asked to specify a first and second level contact for each Sale (herein referred to as Client Representative(s)) to ensure timely and efficient communications with InterSchola.
- It is InterSchola's policy that InterSchola shall not take title to or possession of any assets at any time. All items will remain at the Client location throughout the duration of the Sale.
- A "Completed Sale" is defined as an item which has been sold, payment has been received from buyer, and item has been removed from Client location (shipped or picked up by the Buyer or a representative of the Buyer) in accordance with regulatory requirements.

AUCTION SERVICES – INVENTORY AUDIT

- When notified of Surplus, the InterSchola Field Auction Specialist will visit the Client location to perform an Inventory Audit ("Inventory Audit"), the first step in the auction process to review assets identified as Surplus for Sale.
- During the Inventory Audit, the InterSchola Field Auction Specialist will review identified surplus asset inventory, evaluate asset quality, and determine feasibility of assets for Sale in an open market environment.
- For all items deemed feasible for Sale, the InterSchola Field Auction Specialist will mark items for inventory, create a basic inventory list, take digital photos and/or videos, and gather detailed product information on each item or LOT of (like) items.
- An Inventory Audit is typically a one-day, one location event (typically not to exceed 4 hours unless previously agreed to by both parties).
- If InterSchola is scheduled to do an Inventory Audit, but items to be inventoried are not yet adequately sorted by Client or easily accessible; if there is missing information (i.e. titles); or, if a detailed inventory list is requested from InterSchola in order for items to be declared surplus, then InterSchola may suggest and agree to perform a Surplus Assessment ("Surplus Assessment") in lieu of an Inventory Audit for purposes of helping the Client prepare the items for a full Inventory Audit. If an Inventory Audit is completed, but an auction does not culminate within (one) 1 month of the Inventory Audit date due to circumstances not caused by InterSchola, a follow up Surplus Assessment will be required to confirm that the items remain in the same condition as at the time of the Inventory Audit. (See Exhibit B – SURPLUS ASSESSMENT).
- Once the Inventory Audit has been completed by the InterSchola Field Auction Specialist, all items that have been inventoried by InterSchola are considered "InterSchola-Managed Inventory", and as such, InterSchola reserves all rights to manage the sale/removal of such assets in accordance with this Agreement until the items are sold, paid, and picked up or shipped, or until the items are officially released back to the Client for disposal through other means, herein referred as "Released." If the Client chooses to designate a specific minimum price or time frame for Sale or Release, this information must be provided to InterSchola at the time of the Inventory Audit and will be considered a factor in InterSchola's evaluation and planning of the Sale.
- POTENTIALLY DANGEROUS ITEMS. With respect to asset(s) which InterSchola reasonably determines to be potentially dangerous to operate, including items which may be electrical, mechanical, motorized or otherwise operable (e.g. automotives, power tools, sharp tools etc.), Client shall be responsible for operating the asset in the presence of InterSchola Field Auction Specialist in order for the product listing to include a valid statement regarding proven operability of the item at the time of listing.
- Should InterSchola Field Auction Specialist discover an environment that is not safe or clean to perform an Inventory Audit, InterSchola reserves the right to cancel or postpone the Inventory Audit until working conditions are improved.

AUCTION SERVICES – AUCTION MANAGEMENT

- For Sales which culminate within one (1) month of the Inventory Audit, InterSchola agrees to coordinate, host and manage the following Auction Service Events: one (1) on site Inspection Event and up to three (3) on site Pickup/Shipping Events for each completed Inventory Audit.
- InterSchola's Field Auction Specialist together with InterSchola's Buyer Services Team will use commercially reasonable efforts to determine best in class lotting strategies, to create detailed item descriptions (including text, pictures and/or videos), and to suggest optimum minimum start prices ("Item Descriptions") for each asset determined feasible for Sale.

- InterSchola will send a schedule of Auction Service Events and Item Descriptions to the Client Representative via email prior to auction launch. Client Representative is asked to review Item Descriptions and to confirm Client's ability to adhere to the proposed auction schedule, reasonable accuracy of listing content and acceptance of minimum start prices. Should Client Representative not respond by email to InterSchola in advance of auction launch, InterSchola will necessarily assume that the Client has approved the auction schedule, listing content and suggested minimum start price(s). Should a buyer later use an incorrect statement in the Listing as the basis for a valid refund request, and the error is not due to willful negligence of the Field Auction Specialist, then the cause of refund will be deemed the responsibility of the Client. (See Exhibit B – BUYER REFUNDS)

AUCTION SERVICES - AUCTION MARKETING AND CUSTOMER SERVICE

- Prior to a Sale, most public agency Clients must give public notice. InterSchola provides documentation to Client to be used for purposes of satisfying the requirement of Public Notice for a surplus auction.
- In compliance with public agency regulatory requirements, InterSchola posts appropriate auction listings to eBay or other public bid platform(s) to satisfy public agency regulatory requirements for public auction. InterSchola pays all fees associated with listing assets on eBay and/or sales and marketing costs through other legally viable channels chosen by InterSchola.
- InterSchola provides significant marketing to the buyer community. InterSchola's practice for notifying potential buyers about InterSchola auctions may include, but is not limited to: standard Public Notice documentation; public advertisement (newspaper, internet, radio, and other media), asset category specific search/directory of items on the InterSchola website (www.InterSchola.com); online promotion through 3rd party sites; key word purchases; social media promotion; email marketing campaigns; and/or direct mail or telephone campaigns to targeted audiences. InterSchola also provides each Client with a hyperlink that may be embedded into the Client website for promotion of items to a local audience.
- InterSchola's Auction Management Staff provides full customer service support to the buyer community for all transactions managed by InterSchola including phone and email support, live viewing of items at hosted inspections, collection of payment, and, shipping or pickup/delivery of item(s). **AUCTION SERVICES – AUCTION CLOSE**
- InterSchola collects payment from Buyer(s) (item sale price ("Sale Price") plus shipping and handling plus appropriate sales tax) ("Buyer Payment") in advance of pickup/shipping in accordance with Close of Auction and payment procedures specified in the published InterSchola Auction Listing ("Listing").
- InterSchola Field Auction Specialist will return to the Client location(s), usually within 5-10 business days after the auction end date, to prepare shipping or host pickups of items (First Pickup/Shipping Event). Up to two (2) additional InterSchola hosted Pickup/Shipping Event(s) will be scheduled in advance with the Client Representative(s) to ensure flexibility for the Buyers.
- InterSchola provides a Bill of Sale and Release of Liability form to every Buyer at pickup. InterSchola shall keep and maintain records of all consummated sales and related documentation. Such documentation shall be subject to Client's inspection and copies shall be provided to Client upon request.
- All InterSchola auction items are sold "As-Is." Notwithstanding the foregoing, InterSchola does its best to ensure buyer/customer satisfaction. In the event that the buyer is not satisfied with product received from Client, InterSchola's Buyer Services team will attempt to arrange an adequate settlement with the buyer which may include a reasonable refund amount in accordance with reasonably accepted or mandated online auction business practices. (See Exhibit B - BUYER REFUNDS)
- In the case that an item does not sell at auction or that a transaction is cancelled without payment or pickup, InterSchola will determine feasibility for relisting the item for subsequent auction or other means of Sale in accordance with public agency regulatory requirements.

COMPLEX/ SALVAGE ITEMS AND PUBLIC AGENCY SALES

- On behalf of its clients, InterSchola may agree to perform an Inventory Audit on a selection of items that requires greater time and attention than a standard Inventory Audit or may list for Sale certain items that require greater time and attention than standard items for marketing, and/or pickup/removal - herein referred to as a "Complex Sale". Complex Sales may include, but are not limited to: building structures of any kind; equipment or machinery that is still installed at the time of Inventory Audit; items that have been modified from their original condition; items that require complex packing or handling for removal (e.g. crating); items that require buyer dismantling to facilitate removal; items that require multiple days for removal; or Inventory Audits at multiple locations or at locations for which access by the Field Auction Specialist or buyers is not readily available (e.g. non warehouse locations). InterSchola will work to facilitate a successful Sale of such items as directed by the Client. (See Exhibit B – COMPLEX/ SALVAGE/ AND PUBLIC AGENCY SALES)
- On behalf of its clients, InterSchola may research channels for sale/disposal of assets which are a) deemed salvage by the Client at time of surplus declaration and/or by InterSchola at the time of inventory (i.e. furniture (including desks, chairs, tables, storage cabinets and file cabinets); outdated electronics or technology, vehicles sold for parts, other items to be sold for limited or scrap value (due to age or condition); or, b) items that do not sell at public auction, but which may be sold to a private buyer if a public Sale has been attempted in accordance with regulations regarding the Sale of surplus assets - herein referred to as a "Salvage Sale". InterSchola will work to facilitate a successful Sale of such items as directed by the Client. (See Exhibit B – COMPLEX/ SALVAGE/ AND PUBLIC AGENCY SALES)

- Note: Sales that are arranged and facilitated by an InterSchola partner or 3rd party industry standard service provider such as a certified ewaste recycling partner, a licensed salvage vehicle dealer, or scrap metal/plastics recycling partner will not be deemed a Salvage Sale for purposes of Exhibit B of this agreement. Standard rates will apply. On behalf of its Clients, InterSchola may offer Surplus items for Sale direct to another public agency or through a public agency sealed bid process, in accordance with regulatory procedures, herein referred to as a "Public Agency Sale". InterSchola will work to facilitate a successful Sale of such items as directed by the Client. (See Exhibit B – COMPLEX/ SALVAGE/ PUBLIC AGENCY SALES)
- Should InterSchola deem an Inventory Audit to be a Complex, Salvage, or Public Agency Sale, it will give notice thereof to Client before offering items for Sale. In this case, Client may remove the item from InterSchola Managed Inventory by providing notice to InterSchola within three (3) business days after it receives notice of the "Complex, Salvage, or Public Agency Sale" designation. Alternatively, InterSchola may at its own discretion choose not to include such item(s) for Sale.

OTHER

- To complete the Inventory Audit and/or Sale, InterSchola may request assistance from Client Representative or other staff for moving large assets for purposes of inventorying items and/or preparation for packaging and delivery of items. Examples of such requests from InterSchola may include: a) assistance in the movement of heavy assets by Client Representative (i.e. by pallet jack or forklift), b) request for palletizing assets by Client Representative to assist with pickup of items, or c) placing salvage assets in salvage bins (e.g. pallets or gaylord boxes). If the Client is unable to provide such assistance, InterSchola may at its own discretion choose not to handle the listing of those items for which personnel or mechanical assistance will be required to successfully complete the Sale.
- All shipping and handling fees will be the responsibility of InterSchola/the Buyer and all packaging materials will be provided by InterSchola unless otherwise agreed to by Client.
- In some instances, Client may be asked to facilitate a Pickup Event without an InterSchola representative present. Preparation for such pickups will have been made by the InterSchola Field Auction Specialist, and in such circumstances, the Client Representative will be adequately briefed on required activity, including handling of paperwork, to ensure that such pickups proceed according to InterSchola policy. (See Exhibit B - Additional Client Compensation Potential)
- Should a confirmed or unconfirmed buyer arrive unannounced on a day or time other than a scheduled pickup day and time, Client is to notify InterSchola immediately. Neither InterSchola nor the Client shall have any obligation to deliver an item(s) to a buyer without InterSchola having first received and conveyed final payment and pickup confirmations.

CLIENT PROCEEDS REMITTANCE

- InterSchola manages the transfer of Total Client Proceeds for Completed Sales to Client on a rolling basis within 90 days of the Sale date. Total Client Proceeds are defined as total of Client Proceeds on the Net Sale Price plus sales tax collected less InterSchola Fees.
- Remittance of Total Client Proceeds for Completed Sales will be accompanied by a "Total Client Proceeds Report" to include individual calculations of Client Proceeds for item (or LOT) and detail of InterSchola Fees (if applicable).
- InterSchola Commissions and Fees will be itemized and deducted from the Total Client Proceeds for Completed Sales as summarized on the Client Proceeds Report. If a negative balance should arise, InterSchola reserves the right to invoice the Client for remaining balance due - if the situation has not been resolved through the Sale of additional Surplus after twelve (12) months.

Exhibit B - InterSchola Commission/Fee Structure

STANDARD ASSETS SOLD IN AN OPEN MARKET ENVIRONMENT

Description	Client Proceeds	InterSchola Commission
Percent of Net Sale Price	**55%**	**45%**

HIGH TICKET ITEM(S) (NET SALE PRICE >$5000.00)

Description	Client Proceeds
Percent of Net Sale Price	For each item with a Net Sale Price above $5,000: Client will receive 55% of the first $5,000 of the Net Sale Price; plus 80% of the amount of the Net Sale Price above $5,000

COMPLEX/ SALVAGE/ AND PUBLIC AGENCY SALES:

Description	Client Proceeds	InterSchola Commission
Percent of Net Sale Price (* **)	45%	55%

(*)Sales that are facilitated by an InterSchola partner or 3rd party industry standard service provider such as a certified ewaste recycling partner, a licensed salvage vehicle dealer, or scrap metal/plastics recycling partner will not be deemed a Salvage Sale for purposes of this agreement. Standard rates will apply.
(**)If a single Complex/ Salvage/ or, Public Agency Sale has a Net Sale Price >$5,000, then reduced High Ticket Item commission rates will apply.

INVENTORY AUDIT VOLUME DISCOUNT

Additional Credit to Client Proceeds (*)	(5%) Discount offered from InterSchola commission is based on Inventory Audit Volume of $5,000 worth of Completed Sales from five (5) or more items

(*)Discount applies to InterSchola Commission/ Client Proceeds calculations for Completed Sales of five (5) or more items from a single Inventory Audit. A credit of 5% of the InterSchola Commission amount will be applied to each Total Client Proceeds Report generated for Completed Sales resulting from the Inventory Audit.

QUARTERLY VOLUME DISCOUNT

Additional Credit Client Proceeds (*)	(10%) Discount is based on Quarterly Volume threshold of $25,000 worth of Completed Sales

(*)Threshold is based on Completed Sales during a calendar quarter. Discount applies to InterSchola Commission/ Client Proceeds calculations for new Completed Sales activity *in the subsequent quarter*. A credit of 10% of the InterSchola Commission amount will be applied to each Total Client Proceeds Report generated for new Completed Sales activity in the applicable time period.

OTHER

Description	Terms
Auction Set-up Fee (*)	$250.00 (per Inventory Audit) **AUTOMATICALLY WAIVED** when the value of all items sold from a single Inventory Audit is greater than $1,500

(*) An auction must culminate within one (1) month of the Inventory Audit date for Auction Set up Fee to be waived.

SURPLUS ASSESSMENT (IN LIEU OF AN INVENTORY AUDIT)

Description	Terms
Surplus Assessment(*,**)	$50.00/hour (minimum one hour) for time spent on the Client's premises to perform a Surplus Assessment in lieu of an Inventory Audit.

(*) In certain instances to be recommended by InterSchola, if a Client is not yet prepared for an Inventory Audit, InterSchola may suggest and agree to perform a Surplus Assessment in lieu of an Inventory Audit for purposes of helping the Client prepare the items for a full Inventory Audit.

(**)If an Inventory Audit is completed, but an auction does not culminate within (one) 1 month of the Inventory Audit date due to circumstances not caused by InterSchola, a follow up Surplus Assessment will be required to confirm that the items remain in the same condition as at the time of the Inventory Audit.

NEW
INTERSCHOLA AUCTION MANAGEMENT: AUCTION LISTINGS, BUYER MARKETING & CUSTOMER SUPPORT – ONLY

In specific instances, it may not be feasible or cost effective for InterSchola to conduct an Inventory Audit (e.g. in the case that a Client has only a small number of low value surplus items or if the Client's location is not serviceable by an InterSchola Field Specialist). In these instances, and/or by special request of the Client, InterSchola may suggest that Client gather the minimum required information (including digital pictures) from which InterSchola Auction Management staff will create listing(s), market the auctions and provide customer support.

Description	Terms
Auction Listings, Buyer Marketing & Customer Support – Only(*)	InterSchola will receive the greater of **$**250.00 or 25% of Net Sale Price of the items inventoried by the Client and listed for Sale by InterSchola

(*) Should a Client offer information to InterSchola in lieu of an InterSchola in-person Inventory Audit, information will need to be verified for accuracy and completeness through a phone interview with a Client Representative that is knowledgeable about the asset(s). Client agrees to handle inspection and shipping/pickups for such items. If InterSchola does not feel it is appropriate to list items as described, InterSchola will decline such opportunity.

INTERSCHOLA INTERNAL REDISTRIBUTION MODEL

Description	Terms
InterSchola Internal Redistribution Model	Pricing Available Upon Request

PUBLIC NOTICE/PUBLIC ADVERTISEMENT

- If Client does not use a Continuous Public Notice and Public Notice is not posted according to the auction schedule, resulting in a delay of auction launch, InterSchola may have to return to the Client location to perform a surplus assessment to confirm that the items remain in the same condition as at the time of the Inventory Audit...
- Client is responsible for any fees associated with posting the required public notices under the applicable provisions of the public agency regulations governing the sale, including but not limited to specific public advertising costs, if a specific form of advertising is required or determined to be necessary by the Client.

INSPECTION/PICKUP/SHIPPING EVENTS

- As part of its Standard Auction Services, InterSchola agrees to remain on the Client site for a maximum of two (2) hours for each Inspection Event and/or Pickup/Shipping Event. If a buyer is unable to commence pickup during the scheduled timeframe, InterSchola will either a) prepare item and paperwork for smooth handoff upon the buyer's arrival or b) work with Buyer to reschedule pickup at their own cost. If it is required by Client that InterSchola remain on site for longer than two (2) hours (including time spent at multiple locations and including Complex/ Salvage and Public Agency Sale items), then an additional Service Fee of $50.00/hour will be charged to Client.
- If a scheduled Pickup Event is interrupted or does not occur due to issues with availability of the Client Representative, a customer service refund may be required (see Refunds below) and Client may be asked to host a subsequent Pickup Event for the buyer at their convenience where an InterSchola representative is not required to be present at no cost to InterSchola and no additional revenue to Client. (See ADDITIONAL CLIENT COMPENSATION POTENTIAL below.)

REFUNDS

- All refunds negotiated by InterSchola are a reduction to Sale Price yielding a Net Sale Price ("Net Sale Price'). InterSchola Commission/ Client Proceeds calculations are based on Net Sale Price.
- If refund is caused by misinformation from client, missing or damaged items, Client will be charged a fee in the amount of the greater of 50% of the refund amount or $100.00. The fee to Client is not to exceed $500.00 per item.

TERMINATED AUCTIONS

- Items removed from the auction process at the client's request after Inventory Audit but before auction listing will be assessed a fee of $35.00 per Item.
- Items removed from the auction process at the client's request after auction listing will be assessed a fee equal to 50% of: the auction start price, bid price at the time the auction is ended or selling price if the item has been sold. The fee to Client is not to exceed $500.00 per Item.

ADDITIONAL CLIENT COMPENSATION POTENTIAL

- If Client is asked to manage a Pickup Event for a Buyer(s) where an InterSchola representative is not required to be present, then Client may by special request to earn $25.00 per Pickup Event (not including pickup by a 3rd party carrier where preparation has been completed by InterSchola in advance of such pickup.)
- If Client is able and willing to offer specialized equipment (e.g. tow truck, crane or backhoe) to assist with a Pickup Event, then Client may by special request earn an agreed to fee to be paid by the Buyer(s) who confirms in advance the desire to engage Client for such service. Such fee for service will be discussed in advance of the listing creation and in such instances, InterSchola will manage the notice, confirmation, collection and payment of fees from Buyer.

*****INTERSCHOLA COMMISSIONS AND FEES WILL BE ITEMIZED AND DEDUCTED FROM THE TOTAL CLIENT PROCEEDS FOR COMPLETED SALES AS SUMMARIZED ON THE CLIENT PROCEEDS REPORT. ADDITIONAL CLIENT COMPENSATION AMOUNTS WILL BE ADDED TO THE CLIENT PROCEEDS REPORT.**