

AGREEMENT

Real Estate Appraisal Management Services

This contract for real estate appraisal services (“Agreement”), is entered into by and between Dominant Features Corp. (“Vendor”), 9854 National Boulevard, #210, Los Angeles, California 90034, and _____ (“Client”) (Vendor and Client may be referenced herein as the “Parties”). This Agreement shall be effective immediately upon execution by both Parties or by anyone authorized to act on behalf of Vendor or Client.

The Parties, in consideration of the mutual promises, covenants, and agreements made and contained in this Agreement, and intending to be legally bound hereby, agree as follows:

Article I. Engagement: Client hereby engages Vendor for the purposes of rendering real estate appraisal services (“Services”) to Client as set forth herein, including performance requirements, Deliverables (as defined below) and applicable Fee Schedule. By executing this Agreement, Vendor accepts such engagement, and agrees to provide licensed personnel to render the Services requested by Client to the best of Vendor’s ability at such place(s) as shall be mutually agreeable to Client and Vendor.

Article II. No Representations: The Parties represent and agree that no promises, statements, or inducements have been made to them that caused them to sign this Agreement, other than those expressly stated in this Agreement

Article III. Successors: This Agreement shall be binding upon the Parties, and upon their administrators, representatives, executors, successors and assigns.

Article IV. Deliverables: Vendor will own the expected result(s) to be achieved or the items to be prepared by Vendor for Client pursuant to the Services described herein (“Deliverables”) unless or until Client pays for the services of Vendor pursuant to the terms of this Agreement.

Article V Warranties: Vendor warrants that the Services shall be performed in a professional manner in accordance with the prevailing reasonable industry standards applicable thereto. Vendor warrants that it shall perform its obligations under this Agreement in compliance with all applicable statutes, acts, ordinances, laws, rules, regulations, codes, and standards, including without limitation those providing for equal opportunity and non-discrimination based on race, ethnicity, color, age, sex, religion, national origin, disability or marital status.

Section 5.01 Except as set forth elsewhere in this agreement, all information and services are provided on an “as is” “as available” basis and Vendor disclaims all warranties including, without limitation, warranties of title, non-infringement, merchantability and fitness for a particular purpose. Vendor does not represent or warrant that the information is complete or free from error and does not assume, and expressly disclaims, any liability to any person for loss or damage caused by errors or

omissions in the information, whether such errors or omissions result from negligence, accident or other cause. Vendor expressly disclaims any liability to any third party for loss or damage caused by errors or omissions in vendor content, whether such errors or omissions result from negligence, accident or other cause.

Article VI. Term: The term of this Agreement shall be for a period of one year commencing on the Effective Date. The Agreement will renew automatically for a period of one year and continue year-to-year unless and until such time as either Party notifies the other Party of its intention to terminate this Agreement. The Party wishing to terminate this Agreement must provide at least ninety (90) days notice prior to the effective date of termination.

Section 6.01 Upon termination of the Agreement by Client, all fees and costs for Services rendered by Vendor shall be paid by Client within fourteen (14) days of the termination notice.

Section 6.02 Upon termination of the Agreement by Client, Vendor may, upon reasonable notice given to Client, decline or return any assignments from Client not completed by Vendor as of the date of Client's notice of termination.

Article VII. Fees: Client agrees to pay the fees provided in the Fee Schedule at the address of the Vendor stated herein or through alternate methods of payment agreed to by the Parties in writing. Vendor shall be responsible for payment of taxes for income earned by Vendor pursuant to this Agreement.

Section 7.01 Appraisal prices may vary based upon appraisal assignments interior or exterior inspection, and based on other factors including but not limited to: real estate valued at one million dollars or higher, FHA, VA, single family residences, condominium, and small residential income properties containing 2-4 units (duplex, triplex, and quadruplex). Client may order an Operation Income Statement Addendum with Small Residential Income or other reports, addenda and information necessary to complete the assignment for an addition fee pursuant to Vendor's fee schedule. Vendor may supplement its fee schedule as necessary.

Section 7.02 Complex appraisals- Due to the complexity of an appraisal, which may vary based on the property, Vendor shall have the option to increase the fees charged, within reasonable standards, to Client after Vendor accepts the appraisal assignment.

Section 7.03 Client must submit all purchase requests with a fully executed purchase contract, escrow instructions or documentation verifying the sales price of the subject real property.

Article VIII. Payment: Vendor may, but is not required to submit an invoice either before or after services are rendered. Client shall submit, along with each payment, a list of items for which payment is made to Vendor. When Client submits a payment request online or through Global DMS/OASIS System via Authorize.net, Client must pay Vendor immediately upon Vendor's acceptance of the request for Services. Client may make payments to Vendor online using Visa, MasterCard, Discover, Amex and eCheck.

Article IX. Performance and Personnel: In order to meet its obligations hereunder, Vendor may need to assign certain Vendor Personnel to work or perform a service at a Client location. Such Vendor personnel shall, within reason, comply with the rules and requirements of Vendor regarding conduct, appearance, cleanliness, work history, qualifications, and performance. Client agrees to provide Vendor with at least twenty-four (24) hours notice if a particular Client location has rules that deviate from normal industry standards in any meaningful way and if Client expects Vendor or its designated personnel to comply with the rules.

Article X. Confidential Information: Except for information that is generally known or available to the public (other than publicly available information whose disclosure or sharing is subject to any federal or state information privacy law or regulation) or that is not treated as confidential by the Party, information concerning a Party's business, including customer information, and any information that Customer furnishes to Vendor, is "Confidential Information" and proprietary. Confidential Information shall be maintained in confidence and not disclosed unnecessarily, used or duplicated by the other Party, except in connection with performance under this Agreement.

Section 10.01 All Confidential Information shall only be used as permitted herein. Each Party may disclose Confidential Information of the other Party only to persons who need it in order to perform under this Agreement. Each Party shall maintain appropriate information security procedures to ensure the protection of Confidential Information. Upon reasonable request, each Party agrees to return Confidential Information to its owner.

Section 10.02 The Parties agree that a breach of either Party's confidentiality obligations will give the non-breaching Party the right to terminate this agreement immediately. The non-breaching Party shall also have the right to seek an injunction to restrain any unauthorized disclosure or use of Confidential Information.

Article XI. Indemnification: Client agrees to indemnify, hold harmless, and defend Vendor, and any employee or agent thereof, against all liability, including reasonable attorney's fees and costs of counsel selected or approved by Vendor, to third parties arising from the acts or omissions of the Vendor or its agents in performance of its obligations hereunder, or its breach hereof.

Section 11.01 Client agrees to indemnify, hold harmless, and defend Vendor, and any employee or agent thereof, against all liability, including reasonable attorney's fees and costs of counsel selected or approved by Vendor, to third parties arising from the acts, omissions, representations or warranties of Client or its agents made in performance of its obligations hereunder, or its breach hereof.

Section 11.02 Client's agreement to indemnify Vendor shall survive the expiration or termination of the Agreement by either Party for any reason so long as the conduct for which indemnity is sought arose or occurred during the effective term of this Agreement.

Section 11.03 Client shall conduct the defense in any third party action arising as described herein with counsel selected or approved by Vendor, who shall cooperate reasonably with such defense.

Article XII. Non-Disparagement: All Parties to this Agreement, both during the effective term of the Agreement and after termination of the agreement, shall provide only a positive or neutral reference concerning the other Party. The Parties agree not to disparage each other, whether verbal or written.

Article XIII. Limitation of Liability: Neither Party shall be liable to the other Party for any indirect, special, consequential, incidental, exemplary or punitive damages. Vendor is not responsible for and will not reimburse Client for any losses incurred due to a reduction in value of the property related in any way to economic conditions resulting in a decline in real estate values or events occurring or circumstances arising after the date of the appraisal. Vendor shall have no liability under or in any way related to this Agreement for any loss of profit or revenue for any consequential, indirect, incidental, punitive, special or exemplary damages.

Article XIV. Insurance: Vendor shall, for and during the term of this Agreement and for as long as Vendor is performing its obligations hereunder, secure and maintain or cause to be maintained, at its own expense, insurance of the types and amounts set forth below:

Section 14.01 Commercial General Liability Insurance (“CGL”): Insurance in an amount of not less than \$1,000,000.00 per occurrence, covering bodily injury (including death), personal injury, libel/slander, property damage including loss of use, contractual liability, and products/completed operations.

Section 14.02 Errors and Omissions/Professional Liability in an amount of not less than \$1,000,000.00 per claim.

- (a) Vendor shall furnish Certificates of Insurance evidencing all of the foregoing insurance coverage’s prior to or upon execution of the Agreement, or within a reasonable time thereafter. Vendor shall provide Client with evidence of renewed or new insurance policies within thirty (30) days after the renewal date of any insurance policy required herein.
- (b) Vendor will, whenever practicable, provide Client thirty (30) days prior written notice of cancellation or non-renewal of any insurance policy required by this Agreement.

Article XV. Applicable Laws: Vendor is not an employee, agent or partner of Client, and shall perform its obligations hereunder as an independent contractor. This Agreement shall be subject to the jurisdiction and venue of, governed by, and interpreted in accordance with the laws of the State of California and its courts.

Article XVI. Assignment of Duties: Vendor may assign or subcontract its performance duties under this Agreement to third parties or independent contractors. Any performance obligations under this Agreement and assigned by Vendor will remain subject to the terms and conditions of this Agreement.

Article XVII. Severability: Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

Article XVIII. Proper Construction: The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

Section 18.01 As used in this Agreement, the term “or” shall be deemed to include the term “and/or” and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

Section 18.02 The paragraph headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

Article XIX. The Agreement: This Agreement is the entire agreement between Client and Vendor and fully supersedes any and all prior agreements or understandings between the Parties pertaining to its subject matter.

Section 19.01 PLEASE READ THIS CAREFULLY. THIS AGREEMENT IS DEEMED ACCEPTED BY EACH PARTY WHEN IT IS SIGNED AND DATED BY OR ON BEHALF OF EACH PARTY.

- (a) This Agreement may be executed in counterparts. A signature by facsimile is sufficient to begin the times mentioned in this agreement, although an original signature must follow the facsimile.

DOMINANT FEATURES CORP.

By: _____

Name: Creighton Booth

Title: CEO/Founder

Executed at _____, this ____ day of _____ Month, ____ Year.

CLIENT CORPORATION

By: _____

Name: _____

Title: _____

Executed at _____, this ____ day of _____ Month, ____ Year.