

AGREEMENT

Independent Contractor

This contract for real estate appraisal services (“Agreement”), is entered into by and between Dominant Features Corp. (“DFC”), 9854 National Boulevard, #210, Los Angeles, California 90034, and _____ (“Vendor”) (Vendor and DFC 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 DFC.

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: DFC hereby engages Vendor for the purposes of rendering real estate appraisal services (“Services”) to DFC as set forth herein, including performance requirements, Deliverables (as defined below) and applicable Fee Schedule. DFC does not guarantee that Vendor will be asked to perform any minimum amount of Services pursuant to this agreement. By executing this Agreement, Vendor accepts such engagement, and agrees to provide licensed personnel to render the Services requested by DFC to the best of Vendor’s ability at such place(s) as shall be mutually agreeable to DFC and Vendor.

Article II. Certification: Vendor must be certified by the State of California, and must provide to DFC a copy of a valid license in order to conduct real estate appraisals pursuant to this Agreement. Vendor’s license must remain in good standing and Vendor must maintain its license throughout the term of this Agreement. Failure to maintain a valid license will result in immediate termination of this Agreement. Vendor must notify DFC in writing immediately if vendor’s license becomes invalid or should Vendors license not remain in good standing during the term of this Agreement.

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

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

Article VI. 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.

Article VII. 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. Vendor must provide at least thirty (30) days notice prior to the effective date of termination.

Article VIII. Termination: DFC may terminate this Agreement at any time by providing at least five (5) days written notice of termination to Vendor. In the event of termination by DFC, fees for all services provided by Vendor up to the date of termination will be paid by DFC.

Article IX. Fees: DFC agrees to pay reasonable fees for services provided by Vendor through Global DMS, 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.

Article X. Payment: Vendor may, but is not required to submit an invoice for services rendered. DFC shall process invoices through its payment system and pay Vendor within a reasonable time of Vendors completion of an assignment, not to exceed thirty (30) days. Assignment completion is determined by the date on which Vendor submits a completed report to DFC through Global DMS or other methods agreed upon in writing by and between DFC and Vendor. DFC may make payments to Vendor by way of check, direct deposit, or online using Visa, MasterCard, Discover and Amex.

Article XI. Accounts: Vendor must have and maintain a valid Global DMS account. If Vendor has more than one certified appraiser in its office, each certified appraiser that will perform services pursuant to this Agreement must sign separate Agreement and have a separate Global DMS account. Fees charged by Global DMS to upload appraisals are independent of DFC and will not be billed to or paid by DFC for Vendors use of the Global DMS service.

Article XII. Vendor Submissions: Vendor must submit a W-9, copy of valid license to appraise real estate, proof of insurance as described in this Agreement, a list of areas covered by Vendor (zip codes), Vendor's fee schedule or pricing for services, appraiser contractor profile information, resume or Curriculum Vitae ("CV") and sample appraisals upon request by DFC.

Article XIII. Performance and Personnel: In order to meet its obligations hereunder, Vendor shall, within reason, comply with the rules and requirements of DFC regarding conduct, appearance, cleanliness, work history, qualifications, and performance. DFC agrees to provide Vendor with at least twenty-four (24) hours notice if a particular DFC location has rules that deviate from normal industry standards in any meaningful way and if DFC expects Vendor or its designated personnel to comply with the rules. Vendor may not conduct appraisals using Trainees. Vendor may only conduct appraisals using appraisers certified by the State of California.

Section 13.01 Vendor shall accept or decline an appraisal request by DFC within twenty-four (24) hours of Vendor's receipt of the request. Upon acceptance of an inspection request, Vendor must call to schedule the inspection within one (1) hour of accepting request. Vendor shall update the appraisal status using Global DMS. Vendor must provide comments to DFC using Global DMS or other agreed methods of any issues that may delay completion of the inspection (e.g. wrong telephone, incorrect address, no return call from access person, etc.)

Section 13.02 Vendor must submit its completed appraisal within forty-eight (48) hours of completing its inspection. Vendor shall upload its completed report to Global DMS within this time period. If Vendor's appraisal is rejected by DFC or another reviewer, Vendor must make corrections within 24 hours of receiving notice of the rejection of the report.

Section 13.03 If Vendor is unable to upload its completed report to Global DMS, Vendor must notify DFC immediately and deliver the completed report to DFC via electronic mail or overnight mail delivery to DFC using the address listed in this Agreement or other address agreed to by DFC in writing.

Article XIV. 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 DFC, information concerning DFC's business, including customer information, and any information that DFC furnishes to Vendor, is "Confidential Information" and proprietary. Confidential Information shall be maintained in confidence and not disclosed unnecessarily, used or duplicated by Vendor, except in connection with performance under this Agreement.

Section 14.01 All Confidential Information shall only be used as permitted herein. Vendor may disclose Confidential Information provided by DFC only to persons who need it in order to perform under this Agreement. Vendor shall maintain appropriate information security procedures to ensure the protection of Confidential Information. Upon reasonable request, Vendor agrees to return Confidential Information to DFC.

Section 14.02 Vendor agrees that a breach of confidentiality obligations will give DFC the right to terminate this Agreement immediately. DFC shall also have the right to seek an injunction to restrain any unauthorized disclosure or use of Confidential Information.

Article XV. Indemnification: Vendor agrees to indemnify, hold harmless, and defend DFC, and any employee or agent thereof, against all liability, including reasonable attorney's fees and costs of counsel selected or approved by DFC, 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 15.01 Vendor's agreement to indemnify DFC 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 15.02 Vendor shall conduct the defense of DFC in any third party action arising as described herein with counsel selected or approved by DFC, who shall cooperate reasonably with such defense.

Article XVI. 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 XVII. Limitation of Liability: Neither Party shall be liable to the other Party for any indirect, special, consequential, incidental, exemplary or punitive damages. DFC is not responsible for and will not reimburse Vendor 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. DFC 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 XVIII. 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 18.01 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, or insurance that complies with the specifications set forth in section 18.02.

(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 DFC with evidence of renewed or new insurance policies within thirty (30) days after the renewal date of any insurance policy required herein.

Section 18.02 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 DFC with evidence of renewed or new insurance policies within thirty (30) days after the renewal date of any insurance policy required herein.

Vendor will, whenever practicable, provide DFC thirty (30) days prior written notice of cancellation or non-renewal of any insurance policy required by this Agreement.

Section 18.03 Automobile insurance in an amount of not less than \$300,000.00 combined single limit covering bodily injury (including death) and property damage for all owned, hired, and non-owned vehicles used by Vendor.

Section 18.04 Vendor waives all rights of subrogation against DFC, its directors, officers, employees, subsidiaries, affiliates and successors, and for the insurance coverage listed in this Article of the Agreement, the policies shall recognize such waiver of rights. This waiver of subrogation shall apply to whether or not there are any deductibles or self-insurance. Similarly, in the absence of insurance, this waiver shall apply in the same manner it would if the above-described policies were in effect.

Article XIX. Applicable Laws: Vendor is not an employee, agent or partner of DFC, 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 XX. Assignment of Duties: Vendor may not assign or subcontract its performance duties under this Agreement to third parties or independent contractors without prior written approval by DFC. Any performance obligations under this Agreement and assigned by Vendor will remain subject to the terms and conditions of this Agreement.

Article XXI. 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 XXII. 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 22.01 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 22.02 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 XXIII. The Agreement: This Agreement is the entire agreement between DFC 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.

INDEPENDENT CONTRACTOR

By: _____

Name: _____

Title: _____

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