

PROFESSIONAL FIELD SERVICES, LLC
311 N. College St.
Sparks, Georgia 31647

INDEPENDENT CONTRACTOR AGREEMENT
(APPRAISER/INSPECTOR)

(Please Print)

Name: _____

Address: _____

City/State/Zip: _____

FEIN #: _____

SSN #: _____

(hereinafter "Company")

This agreement establishes the mutual understanding of the terms and conditions pursuant to which the Company will act as an independent contractor for Professional Field Services, LLC Inc. ("PFS"). Such terms and conditions are as follows:

1. Company agrees to act as a consultant to PFS for the compensation and on the terms and conditions hereinafter expressed. PFS is engaged in the business of furnishing information to banks, mortgage companies, insurance companies and other entities ("Customers") to enable them to make business decisions. PFS is retaining the Company to investigate and prepare surveys on the individuals, properties or business entities from time to time designated by it ("Services"). Services will include Company's advice, counsel and assistance to be furnished at the reasonable request of PFS. Company warrants that it is in the business of providing these services, and is and/or will be providing these services to firms other than PFS.

2. PFS agrees to pay to Company the fees set forth on Fee Schedule, for each survey prepared by the Company in accordance with PFS's specifications and the terms of this letter agreement. No other moneys shall be payable unless agreed upon by PFS in writing. Checks in payment for earned fees shall normally be mailed to Company by the tenth (10th) of each month for work received and cleared by PFS from the previous month. Work shall not be deemed cleared until: a) the information provided in the Company's survey has been entered into PFS's data processing system and all related data has been entered into PFS's billing system for billing to the applicable customer, and b) it has been received and approved by PFS and the applicable Customer. Any fees delayed by the U.S. Mail Service will be reissued only after the fees have been in the mail for at least ten (10) business days.

3. For purposes of this paragraph, fees are not deemed earned until the Company's work has been accepted by PFS's Customer. The Company will reimburse PFS for any fees paid to the Company for work, which is not subsequently accepted by the Customer. PFS shall have the right to deduct any such unearned fees from subsequent payments due to the Company from PFS. All surveys must meet the specifications of the Customer and PFS. It shall be PFS's responsibility to ensure that the Company is aware of all specifications applicable to each particular project. The Company will ensure that its inspectors are aware of all specifications related to each project. The Company will make its inspectors available for general consultation at all reasonable times by telephone or correspondence, and will be available for a local meeting with reasonable prior notice. PFS agrees to give the Company reasonable notice of what Services the Customer desires and when it desires them to be performed. In that connection the parties agree to cooperate in resolving in advance any scheduling problems that

may arise with respect the Company's inspectors being available at the times requested. All work must be submitted in final form by the applicable completion date.

4. The term of this Agreement (the "Term") shall begin on the date it is executed by both parties, and shall remain in effect until terminated by either party. This agreement may be terminated immediately for good cause, or upon reasonable notice by either party for any reason.

5. The Company shall at all times be acting and performing hereunder as an independent contractor. PFS shall not have or exercise any control or direction over the Company's inspectors, and will not in any way supervise or control the manner in which the Company's inspectors carry out or provide the Services. The Company will not be acting as the employee, agent, partner, servant or representative of PFS, and neither the Company nor its inspectors shall have any authority to bind PFS in any manner. None of the Company's inspectors shall represent that the inspector is an employee of PFS. The Company shall furnish to its inspectors any and all equipment, supplies, transportation, office services and pay all other expenses relating to work performed the Company for PFS. PFS will not be making any deductions for Federal or State tax withholdings and payment of all such taxes is the Company's responsibility. None of the Company's employees will be eligible for any employee benefits paid or given to PFS's employees. PFS does not guarantee the amount of work or number of projects to be assigned.

6. During the Term and at all times after the termination of this Agreement for whatever reason, the Company will treat as confidential and maintain in confidence all information relating to the business of PFS, including without limitation the identity of the Customers and Suppliers of PFS, PFS's arrangements with such Suppliers and Customers, and technical data relating to the PFS's products and services. The Company will not disclose any such information at any time to any person, corporation, association or other entity except authorized personnel PFS. Upon the termination of this Agreement for any reason, the Company shall return to PFS any records, files or other documents, or copies thereof, relating in any way to the business operations of PFS. Without Limiting the generality of the foregoing obligations under this paragraph, the Company specifically agrees that it will not: a) show the password-protected portions of PFS's website to any person who is in any way affiliated with a competitor to PFS; b) disclose to any third party the passwords provided by PFS to the Company or its employees or independent contractors; c) use any passwords provided to the Company or its employees or independent contractors for any purpose other than performing the Company's duties under this agreement, or d) disclose, or use for any purpose other than to provide the Services, any data or information provided to PFS by PFS or its Customers, including, without limitation, personal information about past, present or potential insureds of PFS's Customers. It is expressly agreed that the remedy at law for breach of the agreements set forth in this Section 6 is inadequate and that PFS shall, in addition to any other available remedies (including, without limitation, the right of offset), be entitled to injunctive relief to prevent the breach or threatened breach thereof.

7. The Company shall defend, indemnify and hold PFS, its officers, directors, employees and agents harmless from all claims, actions, suits, damages, costs and liability arising out of Services for PFS, including, without limitation, liability for automobile accidents, premises liability, workers compensation, unemployment compensation or failure to file appropriate tax returns. It is strongly recommended that the Company maintain comprehensive general liability insurance (including contractual endorsements) in amounts of no less than \$1,000,000 per occurrence for bodily injury or property damage. The Company will at all times maintain: a) automobile liability insurance in amounts of no less than \$500,000/\$500,000/\$100,000 split liability limits or \$500,000 CSL (combined single liability) and b) workers compensation in amounts as required by law; c) unemployment insurance in amounts as required by law. The Company agrees that each of its employees and independent contractors performing Services for PFS will be required to consent to and authorize PFS to perform a complete background check and drug screening at initial registration and henceforth

every 2 years. The Company agrees that each of its employees or independent contractors performing services for PFS will be required to sign a Non-Disclosure Agreement attached hereto as Attachment C and hereby made a part here of. All employees or independent contractors of Company performing services for PFS must be assigned independent user ID'S and passwords and agree to the confidentiality terms as stated in Item 6 above.

8. The Company may not assign this agreement to any other person without PFS's prior written consent. PFS may assign this agreement at any time.

9. This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with, the laws of the State of Illinois, excluding any conflicts-of-law rule or law which might refer such construction and interpretation to the laws of another state, republic or country. The parties hereby submit to the jurisdiction of the state and federal courts in Lowndes County, Georgia and waive any right to which they might be entitled to submit any dispute hereunder to the courts of another state, republic or country.

10. This Agreement shall not be amended or modified except by written instrument executed by both parties. The failure of either party to insist upon strict performance of any provision hereof shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

11. The remedies accorded to the parties by the Agreement are in addition to, and not in lieu of, all other remedies to which the parties may be entitled at law or in equity.

12. The Company represents and warrants that, as of the date of this Agreement, Company has no obligations that are inconsistent with those of this Agreement.

13. All prior negotiations and agreements between the parties hereto relating to the transactions and services contemplated hereby are superseded by this Agreement, and there are no representations, warranties, understanding or agreements with respect to such transactions, employment or services other than those expressly set forth herein.

14. If any of the terms or conditions of the Agreement is held by any court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render unenforceable or invalid the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be unenforceable or invalid, the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall thereupon remain in full force and effect.

15. **ARBITRATION**

Any and all disputes relating in any way to, or arising from, the Contract (including its validity, interpretation, enforceability, or breach, as well as the enforceability of the Contract and/or the arbitrability of any dispute), shall be subject to binding arbitration administered by the American Arbitration Association ("AAA"). The word "disputes" is to be interpreted broadly to include all claims, causes of action, equitable & injunctive relief, controversies, disputes and/or administrative actions. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

Each Party to this Agreement acknowledges that all disputes will be decided by an arbitrator and not in a court or by a jury.

This arbitration shall be binding and the decision of the arbitrator shall be final and binding on all parties. To the extent permitted by law, the Parties hereby waive any and all rights or interests in pursuing a class or collective action, or any group or multi-claimant action in regard to controversies arising out of this Agreement. Accordingly, the Parties also agree that the arbitrator of any such controversies may not join, consolidate, coordinate, or jointly manage the claims of more than one person for any purpose. Both parties shall bear their own cost of arbitration; however, in the event of a breach of this agreement, the breaching party will bear the full costs and legal fees of the other party.

Agreed and Accepted this _____ day of _____, _____:

By:

Company Representative Signature: _____

Company Representative Name: _____

Business Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____ Email: _____

By:

PFS Representative Name: _____

PFS Representative Signature: _____