

US COMMERCIAL REAL ESTATE Online, LLC

Independent Contractor Services Agreement

This Services Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between **Executive Private Investment Funding Company, LLC**, a Nevada Limited Liability Company, whose mailing address is registered as 3870 East Flamingo Road, Suite A2-145, Las Vegas Nevada 89121, and includes any and all of its members individually and or corporately, hereinafter collectively referred to as ("EPI"), and _____, an independent contractor ("IC"); whereas the parties hereto elect to enter into the following professional independent contractor relationship and agree to be bound under the following terms and conditions:

WHEREAS, the Company requires the services of an independent business person, defined herein as an "Independent Contractor" {"IC"}, to provide investment real property image and or video preparation and upload, and asset data input, and other professional contractor tasks as may be undertaken to assist EPI with its real property data accumulations, including the securing of data and documents used by EPI at its website, under the professional activities herein defined, and as qualified under United States Internal Revenue Service applicable code, as Independent Contractor, and;

WHEREAS, the IC warrants that he/she is capable of providing, and desires and seeks to enter into this agreement to provide the herein defined independent contractor services for and or on behalf of EPI and or any of its affiliates as may be defined during the tenure of this agreement;

NOW THEREFORE, in consideration of the mutual promises, warranties and undertakings of the parties, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Exclusivity of all Real Property Asset Information:** The IC understands and agrees that all real property asset information, including but not limited to all asset information stored within the web site known as www.USCREonline.com and any of its contents, any contract and or other data storage forms and documents, principal investor data, and or any and all principal owner leads from any EPI marketing and or data storage, all of which shall be acknowledged by all parties herein as intellectual property, is without exception, the sole and exclusive property of EPI and or its holding company. Any transaction performed by the IC in any manner contrary to the terms and conditions of this Agreement involving an intellectual property of EPI, and or a principal generated and or originated by EPI corporate, and or by other divisions or members of EPI as may then become prevalent as defined herein with a non-EPI funding and titling (including EPI affiliate or associate as would be defined), shall be deemed a material breach of this agreement and subject this Agreement to immediate termination and forfeiture by the IC of all pending compensations as defined herein;
2. **Services to be performed by IC:** The IC understands and accepts that it will contract with EPI on a specified [contract] basis as would then be engaged between the entities herein. The IC understands and accepts that such contract work will include delivery of detailed information (via e mail) from EPI on commercial real property ("assets") originated/listed by the assets respective listing agents for each such real property in the form of a property information brochure. As may be applicable per asset, the IC shall have the option to go to the real property that is the subject of each such contract, and take electronic images and or video of thereof. The IC shall extract all appropriate information from the defined property information brochure and transfer it into the web site known as www.USCREonline.com Limited Asset Inventory data base. The IC understands and accepts that he will be assigned his own unique authorization protocol to access said define data storage and enter said data.
 - A. **Compensation to IC for Services to be performed:** IC shall be paid **Two Thousand Five Hundred** and no/cents **Dollars (\$2,500.00)** for the approved completion of data input for the initial thirty day IC Contract. Subsequent IC Contracts shall provide for then negotiated performance and compensation packages. Payments by EPI to IC shall be made via electronic funds transfer to a bank depository as provided for by IC. Payments shall be made on a net fourteen (14) day basis from the approved completion date of each IC Contract.
 - B. **IRS Form Reporting:** All compensation paid by EPI to IC shall be reported to the IRS under Form 1099 at the end of each fiscal operating year if said net sum exceeds \$599.99.
 - C. **Modification of Agreement:** This Agreement may not be modified unless in writing executed by IC and EPI.

- D. **Confidentiality of Unique Authorization Identification Access to EPI Limited Asset Inventory:** IC understands and agrees that its authorization identification to EPI Limited Asset Inventory data entry access is intellectual property wholly owned by EPI and or its corporate affiliates, business partners, and subsidiaries, and shall not be disseminated, shared, disclosed, and or reported to any party or entity without the express written consent from EPI. Breach of this covenant shall cause the IC's unique authorization identification to be immediately cancelled and for this Agreement to be immediately terminated.
3. **Breach of this Agreement:** The IC understands and accepts that, beyond his/her business dealings with and/or of an EPI principal, including any affiliate or joint venture entity working in conjunction with EPI, he/she ultimately represents the good name and interests of EPI. Inasmuch, if EPI deems that the IC has engaged in an activity which is unlawful, contrary to local custom, adversarial to the interests of EPI and/or its principals or employees, in conflict with local or state community and or licensing laws, or in any way is deemed detrimental to the reputation and/or operation of or at EPI offices, he/she will be deemed in breach of this Agreement, thus subjecting the IC, at the sole election of EPI, to immediate termination and forfeiture of all compensation rights as may have otherwise been defined in this Agreement;
4. **Expiration Date:** Unless otherwise mutually extended by both parties herein, this Agreement shall expire on the _____ day of _____, 20____.
- a. **Extension of this Agreement beyond its Expiration Date:** EPI shall not be obligated to extend the expiration date of this Agreement to IC upon its expiration. IC shall not be entitled to any compensation from work order from EPI (as defined herein) unless a valid IC Services Agreement is duly signed by IC and EPI, and is properly in force (e.g., not expired or otherwise previously terminated). This IC Services Agreement may not be extended for a period of time in excess of ninety days.
5. **Non-competition / Non-solicitation:** During the term of this Agreement and during the Restricted Period, as defined below, IC will not enter into or engage, directly or indirectly, whether on his own account or as an independent contractor, shareholder, partner, joint venturer, employee, consultant, advisor, or agent, of any person, firm, corporation, or other entity other than EPI, in any of the following activities:
- A. Soliciting the past or existing joint ventures, partners, principals, clients, investors, suppliers, or business patronage of EPI or its affiliates or subsidiaries;
- B. Soliciting the employment of any employees of EPI or its affiliates or subsidiaries;
- C. Promoting, consulting or assisting, financially or otherwise, any person, firm, association, corporation, or other entity engaged in real estate activities in the Restricted Area, as defined below; or
- D. Using in the Restricted Territory, as defined below, any Confidential Information for the purpose of, or which results in, competition with EPI or any of its affiliates or subsidiaries.
- E. Sharing and or disclosing any Confidential Information (e.g., the property information material defined in Section 2 herein) to any individual and or entity without the express written authorization from EPI or any of its affiliates or subsidiaries.
- a. **Restricted Period:** For the purposes of this Agreement, "Restricted Period" means the period ending five years after the termination of IC's relationship with EPI; if, however, a court finds that a five-year restriction on competition is not reasonably necessary to protect the legitimate protectable interests of EPI, then the Restricted Period shall mean the period ending twenty-four months after the termination of IC's relationship with EPI; if, however, a court finds that a twenty-four month restriction on competition is not reasonably necessary to protect Corporation's legitimate protectable interests, then the Restricted Period shall mean the period ending twelve months after the termination of IC's relationship with EPI.
- b. **Restricted Territory:** For purposes of this Agreement, "Restricted Territory" means the continent of North America, including the States of Alaska and Hawaii; if, however, a court of competent jurisdiction finds that this continent-wide restriction on competition is not reasonably necessary to protect the legitimate protectable interests of EPI, will be the largest geographic area allowed by such court.
- c. **Injunctions:** EPI and IC agree that the restrictions contained in this Section 5, including all subparts thereto, are reasonable, and that damages in the event of the breach of any of the restrictions will be

difficult or impossible to ascertain. In addition to and without limiting any other right or remedy EPI may have, EPI will be entitled to an injunction against IC issued by a court of competent jurisdiction enjoining any breach of the restrictions in this Section 5 without showing or proving any actual damages to EPI.

- d. **Waiver, Representations and Warranties by IC:** IC agrees, acknowledges, covenants, represents and warrants the following:

1. IC has read and fully understands the restrictions in this Section 5 and has had an opportunity to consult with a competent attorney regarding the uses and enforceability of those restrictions.

2. IC understands that there may be defenses to the enforceability of the restrictive covenants in this Section 5 based on time or territory considerations, and that he irrevocably waives any and all such defenses and will not assert them in any action or proceeding brought by EPI against IC.

3. IC understands that the restrictive covenants in this Section 5 are an essential part of the consideration for EPI entering into this Agreement and that EPI entered into this Agreement in full reliance on IC's acknowledgments, covenants, representations and warranties.

4. IC agrees that the existence of any claim or cause of action by IC against EPI, if any, whether predicated upon this Agreement or otherwise, will not constitute a defense to the enforcement by EPI of the restrictive covenants in this Section 5 which will be litigated separately.

Survival: IC's obligations described in Sections 5, including all subparts thereto, will survive any termination of this Agreement or any termination of the relationship between IC and EPI.

No Agency: IC, in rendering performance under this Agreement, is acting and shall act solely as an independent contractor. EPI does not undertake by this Agreement or otherwise to perform any obligation of IC, whether by regulation or contract. IC shall be responsible, without limitation, for his own tax, liability or otherwise insurance, and other expenses.

6. **No Conflict:** IC represents and warrants that he is under no obligation or restriction, nor will he assume any such obligation or restriction that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning, the work to be performed by IC under this Agreement.
7. **Confidentiality:** IC shall treat this Agreement, all business communications with EPI, the real property information material, asset and or principal lists, contractual agreements and business practices of EPI as confidential. In no event shall IC comment on the philosophies, motivations, goals, business practices, business plan or the like with any third party. Additionally, IC shall not comment to any third party on disagreements or difficulties (if any should arise) between IC and EPI or between EPI and others in connection with this Agreement or otherwise.
8. **Force Majeure:** Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause of such delay or failure.
9. **Multiple Counterparts:** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.
10. **Authority to Enter into Agreement:** The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are duly authorized agents of the parties hereto and are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they are signing.
11. **Section Headings; Attachments:** The section and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The Attachments referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.
12. **No Waiver:** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement

may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained (whether or not the provision is similar). Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

13. **Governing Law/Consent to Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to the choice of law provisions thereof. The parties hereto hereby consent to the exclusive jurisdiction and venue of the United States District Court for the District of Nevada or the Superior Court of Clark County, State of Nevada, for any action that may be brought in connection with this Agreement other than a cross-claim for indemnification brought in response to a claim of infringement filed in another court. In the case of a cross-claim for indemnification, IC agrees to be subject to the jurisdiction and venue of the court in which the infringement claim is brought, provided that EPI is also subject to jurisdiction and venue in that court.
14. **Attorney's Fees:** Should any dispute arise between EPI and IC, the prevailing party in any legal action shall be entitled to attorney's fees and costs associated with or arising from such action.
15. **Entire Agreement:** Each party to this Agreement acknowledges that this Agreement constitutes the entire Agreement of the parties with regard to the subject matters addressed in this Agreement, that this Agreement supersedes all prior or contemporaneous agreements, discussions, or representations, whether oral or written, with respect to the subject matter of this Agreement, and that this Agreement cannot be varied, amended, changed, waived, or discharged except by a writing signed by all parties hereto. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.
16. **Neutral Construction:** The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).
17. **Unenforceability:** If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.
18. **Time of The Essence:** Time is of the essence to the performance of the parties' obligations under this Agreement.
19. **Notices:** Under this Agreement if one party is required or permitted to give notice to the other, such notice shall be deemed given either (a) when transmitted by facsimile or (b) two business days after depositing the notice in the U.S. mail, first-class postage prepaid, if the notice was sent to the other party's Contract Coordinator at the address or facsimile number specified above, or at such other address or facsimile number as the party may specify in writing in accordance with this paragraph.
20. **No Assignment:** IC may not, without the prior written consent of the president of EPI, assign, transfer, subcontract, or sublicense this Agreement or any obligation hereunder. Any attempt to do so in contravention of this Paragraph shall be void and of no force and effect.

GENERAL PROVISIONS: INDEPENDENT CONTRACTOR STATUS

The IC warrants that he/she is an independent business person, exercising sole and exclusive control over the manner and means of operating his/her business. Consequently, the IC agrees that he/she is not acting as an employee or agent for EPI and that EPI has no right or authority to control the IC in the performance of his/her services. Rather the parties recognize that the IC is and shall remain as an independent contractor, solely responsible for (1) obtaining and maintaining vehicles used to perform his/her services; (2) paying all expenses incurred in providing his/her services; (3) selecting and controlling the means and facilities used to perform such services; (4) hiring, compensating, controlling and discharging persons utilized by him/her to provide his/her services (accept as otherwise defined in this Agreement); (5) satisfying all obligations concerning applicable taxes to (a) Federal (b) State, (c) County and (d) City government(s) as may be applicable; and (6) determining the days and hours during which he/she will perform such services.

The IC acknowledges and agrees that neither IC nor anyone acting on the IC's behalf (unless otherwise defined herein) shall receive any employee benefits of any kind from EPI. The IC shall be expressly excluded from participating in any fringe benefit plans or programs under this Agreement, without regard to the IC's status. In addition, the IC shall not be entitled to, and waives any and all rights, if any, to participation in any of EPI fringe benefit plans or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension for 401(k) benefit(s), if provided by EPI to its employees.

The IC shall defend, indemnify and hold EPI harmless against any and all claims and against any and all liabilities, claims, demands, suits, costs, losses or damages, including legal costs and attorneys' fees, arising as a result of any act or omission of the IC, breach of agreement, or as a result of the performance of services under this Agreement. Without limitation, this indemnification includes claims for compensations or damages arising out of the death or injury of any person or for the destruction or damage to any property which may have been caused directly or indirectly by, or arise out of, any act or omission of the IC, its assistants, employees (excluding any EPI employee), subcontractors, substitutes and/or agents if any. The IC shall further defend, indemnify and hold EPI harmless for any taxes, interest, or penalties incurred as a result of its negligent or intentional breach of any provision of the Agreement preserving IC status.

The IC agrees to uphold and adhere to all applicable Federal and State employment laws.

This Agreement shall continue in full force and effect throughout the specified term, unless terminated in a manner prescribed below:

- A. EPI may immediately terminate this Agreement with or without cause and without any notice;
- B. This Agreement may also be terminated by the IC by giving fifteen (15) days written notice to EPI provided, however, such termination shall not cancel any liability due EPI by the IC;
- C. EPI may also terminate this Agreement if EPI facilities are damaged or destroyed or its performance is prevented or hindered by equipment failure or labor disturbances, acts of God, the elements, order of governmental, civil, or military authority, or any other reason (whether similar or dissimilar to the above), not within the reasonable control of EPI.

EPI may, in its sole discretion, and without prior written notice, modify this Agreement and require the IC to execute same. Failure to do so shall be deemed a breach hereof by IC.

This Agreement is intended as the final, complete and exclusive statement of the terms of the parties herein. This Agreement cannot be modified in any respect except in a writing signed by the IC and EPI. EPI does not waive any contractual provision herein by failing to enforce it. Additionally, the parties agree that this Agreement shall supersede all previous contracts or agreements, whether written or oral, between EPI and the IC.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

IC: _____
Title: _____

EPI: _____
Title: _____

Address: _____
