

**Independent Sub-Contractor Agreement**  
**(Including Confidentiality and Anti-Solicitation Agreement)**

The Independent Sub-Contractor Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) and valid through the 31<sup>st</sup> day of December, 2016 by and between Pat Neff and Associates, LLC (“PNA, LLC”) and \_\_\_\_\_ (“Sub-Contractor”).

- Sub-Contractor agrees to use its best efforts to diligently perform services for PNA, LLC, including but not limited to, property inspections, personal interviews, loss draft inspections, and merchant verifications.
- Sub-Contractor shall be responsible for providing all transportation, materials, insurance and other items necessary in connection with performance and completion of the work.
- Sub-Contractor agrees that at all times it shall be an independent contractor under this agreement, and not an employee, agent, or representative of PNA, LLC.
- This Agreement is not exclusive. PNA, LLC reserves the right to engage the services of other Sub-Contractors to perform similar services in Sub-Contractors geographic area as defined in this Agreement. Sub-Contractor reserves the right to perform similar services for others.
- The parties agree that each job contracted and assigned to Sub-Contractor shall be on a job-by- job basis and that this Agreement shall govern all transactions between the parties. PNA, LLC reserves the right to reassign work at its sole discretion.
- Sub-Contractor acknowledges that it is acting as an Independent Sub-Contractor and not as an employee or agent of PNA, LLC. Accordingly, PNA, LLC will not withhold or make any contributions for unemployment or workers compensation, disability, medical or retirement and shall not withhold or make any contributions for federal, state or other local taxes, all of which shall be the responsibility of the Sub- Contractor.
- As compensation for services, Sub-Contractor shall be paid a flat fee on a per job basis in such amounts as may be agreed upon between parties from time to time. Payment will be issued to contractor on a monthly basis upon receipt of payment from PNA, LLC’s client(s). In the event that a client of PNA, LLC does not provide payment for rendered services PNA, LLC is not responsible for remitting payment to Sub-Contractor. Payment disputes must be submitted within three (3) months of the work order completion date.
- In the event Sub-Contractor fails to complete any task pursuant to this Agreement, PNA, LLC may at its sole discretion 1. Recover its damages from Sub-Contractor by offsetting such sums from future payments for work performed by Sub-Contractor prior to or subsequent to Sub-Contractors breached work assignment, and 2. Engage another qualified party to complete Sub-Contractors property inspections assignment. Damages are such sums as may be withheld from PNA, LLC by its clients or which a PNA, LLC client requests and receives reimbursement from PNA, LLC, (“Chargebacks”) and/or any profit that PNA, LLC was entitled to receive if the Sub-Contractor performed the work in accordance with the Agreement. Damages maybe offset by PNA, LLC in the event that Sub-Contractor breaches this Agreement, fails to complete work within the required timeframes, fails to update the work order, fails to submit complete documentation supporting work completed in a timely manner, and/or fails to provide photographs evidencing work in a timely manner.

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- Due to the time sensitive nature of the mortgage default industry, the clients/banks set time sensitive due dates and expect work order completions be submitted within their timeframes. In order to comply with their requirements, work order completions must be received by PNA, LLC by 11:59 PM on the due date. Penalties will be applied to work orders received after midnight on the due date. 50% penalty for orders 1 day late and ZERO PAYMENT for orders 2 or more days late. Requests for extensions must be requested and approved in writing prior to the due date to avoid penalties. All returned/incomplete order results must be submitted back to PNA, LLC within 24 hours in order to receive payment. ZERO PAYMENT for all services rendered will be issued on returned orders that are not received by PNA, LLC within the 24 hour timeframe.
- PNA, LLC is required to provide its clients proper documentation for performed work. As a result, PNA, LLC requires all Independent Contractors to strictly adhere to the photo documentation requirements. Failure to adhere to photo documentation requirements will result in non-payment for the service performed. PNA, LLC assumes no responsibility for lost, missing, damaged or unclear photos. Contractors should be able to provide duplicate copies upon request. PNA, LLC may terminate the Independent Contractor Agreement, and pursue all possible legal remedies against any contractor who alters or provides any photo(s) that misrepresents work performed in each respective work order. Each work order completion is to be accompanied by its own exclusive set of photos. The resubmission of any photos on more than one work order or any other forms of fraud is not permitted.
- Confidentiality: The information provided to Sub-Contractor regarding client lists, accounts and other client information is to be held confidential by Sub-Contractor and not to be used for purposes other than the intended. Upon termination of this agreement all information in the Sub-Contractors possession will need to be returned to PNA, LLC. During the terms of this agreement all data files containing confidential information pertaining to or related to services completed for PNA, LLC must be password protected and only accessible by Sub-Contractor and all hard copy documents must be destroyed by shredding, pulverizing, burning, or other suitable destruction method so that any Proprietary Information is not readable at all and cannot be reassembled or reconstructed in any way so this it is practicably readable.
- Anti-Solicitation: Sub-Contractor hereby agrees and consents not to solicit work from clients or associates (see attached list) of Pat Neff and Associates, LLC for a period of two (2) years from the date of Sub-Contractors separation from PNA, LLC (for any reason or under any circumstances). Client information is proprietary information and is not to be used by Sub-Contractor. Any breach of this agreement not to solicit shall be actionable by PNA, LLC against Sub-Contractor and any person or firm associated with Sub-Contractor for injunctive relief and the recovery of monetary damages, including attorney's fees and cost of suit.
- Background Checks: Applicable law and regulatory guidance obligates PNA, LLC to ensure that no person who has been convicted of any criminal offense involving dishonesty, a breach of trust, money laundering, or who has participated in a pre-trial diversion with respect to such an offense, or who has been convicted of a felony, or misdemeanor participates (directly or indirectly) in the provision of any services to any client or client of client of PNA, LLC.

Sub-Contractors are required to submit and pass a third party criminal background check from Aspen Grove.

Sub-Contractors are held responsible to conduct (by contract or otherwise) a third party criminal background check through Aspen Grove on all individuals who will perform services (whether these individuals are employees

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or Vendors of Sub-Contractor) on PNA, LLC properties or who will access PNA, LLC's third party software system. Subject to applicable law and regulations, PNA, LLC will require Sub-Contractor to provide a unique ABC# with IC01 rating from background checks conducted under this section. In the event that Sub-Contractor does not comply with the terms of this section, PNA, LLC will have the right, in its sole and absolute discretion, to terminate this Agreement immediately.

If Sub-Contractor "fails" the third party criminal background check access to PNA, LLC's system or services to PNA, LLC's properties are not permitted.

- Indemnity: Sub-Contractor agrees to indemnify and hold PNA, LLC and its partners/officers harmless from issues that occur resulting from services provided by Sub-Contractor or their Sub-Contractors or associates.

Sub-Contractors and their associates and/or agents who may provide services to PNA, LLC or its subsidiaries are not employees of PNA, LLC or its subsidiaries, and are not entitled to coverage under any of our policies, including our Workers Compensation coverage. Sub-Contractors are required to procure and maintain their own coverage.

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- This agreement may be terminated with two week, written notification from the subcontractor. This agreement may be terminated by PNA, LLC at any time, with or without cause. Termination of this agreement by PNA, LLC shall not release Sub-Contractor from any liability for acts or omissions, which took place prior to such termination.
- This agreement is governed by the laws in the State of Texas.

Pat Neff and Associates, LLC (PNA, LLC)

Sub- Contractor

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Dwain Neff

By: \_\_\_\_\_ (Print Name)

Its: CEO

Its: \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Clients and Associates of Pat Neff & Associates, LLC

- Servicelink Field Services/Black Knight
- Five Brothers Mortgage Services
- Core Logic Field Services/ First American Field Services
- Mortgage Specialists (MSI)
- Spectrum Field Services
- National Field Reps (NFR)
- Mortgage Contracting Services (MCS)
- Assurant Field Asset Services (AFAS)
- M&M Mortgage
- National Association of Mortgage Field Services (NAMFS)
- United Subcontractor Group
- South Pacific Field Services
- Guardian Asset Management
- SCR Group
- PrimeWest
- Capital Mortgage
- IMS
- Alliance
- Bishop
- GIS
- AIM
- Reliance Field Service
- Wolverine
- A2Z Field Service
- Cyprexx Services

Acknowledgement of receipt of Client/Associate List:

“Sub-Contractor”

Signature: \_\_\_\_\_

By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Title)

Date: \_\_\_\_\_

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