



PROFESSIONAL SERVICES GENERAL TERMS AND CONDITIONS

I AGREE TO THE FOLLOWING REQUIREMENTS:	INITIALS - I AGREE:
Rapid Home Renewal. I understand this service is all about quality and speed and if I am late it will be very harmful to DejaNew.	
Home is Castle. I will treat each DejaNew customer's home as their castle	
Premium. I agree I am being paid a premium and agree to show up on time, do excellent work, and do it quickly	
On Time: I will arrive at the designated time identified by DejaNew	
One Strike: I agree that if I fail to show up on time I will not be able to work for DejaNew again.	
Law: I will maintain my own license, insurance and bond as required by law.	
Background Check: I agree to obtain background checks on all my workers, and that I am personally and individually responsible for the actions of my workers.	
Sparkle Guide: I agree to comply with the DejaNew Sparkle Guidelines available on www.dejanew.com	
Vendor Policy: I agree to comply with the Vendor Policy available on www.dejanew.com	
Return: I agree to return to the job site and fix all errors within six (6) hours if DejaNew tells me something was not done right.	
No side work: I agree not to accept requests for side jobs from the client. This means I will <u>not</u> do side projects with the client or accept payment from the client.	
Bonus: I agree Deja New may give me a bonus if I act like an owner.	

I agree that in the event of an inconsistency between these terms and the General Terms attached herewith as Exhibit A, the General Terms on Exhibit A govern and control. The parties hereto, intending to be bound, have entered into this Professional Services Agreement through their authorized representative as of the Effective Date.

DEJA NEW

Signature: _____

Name: _____

Title: _____

Date: _____

PROFESSIONAL

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A GENERAL TERMS AND CONDITIONS

This Professional Services Agreement (this "Agreement") is made and entered into as of the date of the Professional's signature above (the "Effective Date"), by and between Deja New, Ltd. ("Deja New") and the undersigned person or entity (the "Professional"), in exchange for valuable consideration for the services set forth in the Order(s) (as defined below) executed by the parties from time to time (the "Project"). Professional and Deja New agree to the following terms in connection with the Professional's work on the Project.

1. Scope of Services and Compensation. This Agreement and the policy available at www.dejanew.com/VendorPolicy governs and controls the services to be performed and/or deliverables to be provided by Professional (collectively, the "Services") for Deja New's digital concierge customers (each a "Client") pursuant to an agreed upon order setting forth the Services and sole and exclusive compensation (each an "Order") to be provided by Deja New to the Professional therefor ("the Compensation"). Professional shall not rely on any oral amendment of any term in this Agreement, and will not accept any Orders from a Deja New Vendor or Deja New Client without Deja New's express written consent. This Agreement shall apply, govern and control, regardless of any other terms and conditions set forth in any terms and conditions that otherwise may be presented by Professional, within or in relation to any Order.

2. Termination. This Agreement or any of the Orders issued hereunder may be terminated by either party for convenience upon delivery of ten (10) days' prior written notice. Deja New's sole obligation and liability to Professional arising from the fact or act of termination for convenience shall be payment for the Services actually performed and accepted through the effective date of termination. If Deja New terminates this Agreement for cause, Professional will reimburse Deja New for all fees paid to Professional as of the termination date as partial direct damages for Professional's breach. The foregoing does not limit Deja New's rights or remedies, whether at law, in equity, or under this Agreement. However, the fact or act of termination or expiration shall not relieve either party from any other obligation, liability or duty incurred prior to the effective date of termination or expiration and arising under or related to this Agreement.

3. Inspection and Acceptance.

3.1. Inspection. Upon completion of the Services or any stage thereof, Deja New shall have the right to make any final inspection that Deja New may deem desirable. Deja New may reject any Services which do not comply with any specifications set forth on the Order and the highest industry standards generally applicable to such work (the "Specifications"). Professional agrees to remedy any deficiencies identified by Deja New within 24 hours.

3.2. Time of the Essence. Professional acknowledges and agrees that Deja New's services are extremely time sensitive, and that Clients expect the Services to be done professionally, the first time, on an organized, and expedited timetable. Professional agrees to perform the services at the allotted time identified by Deja New, and that Professional's Compensation may be increased or reduced based upon (i) Professional's failure or ability to meet Deja New's Sparkle Guidelines (ii)

Client's feedback, and (iii) overall timeliness, speed and quality of the Services. Failure to perform the services in the allotted time may result in forfeiture of the Compensation for all.

3.3. Acceptance. After receipt of Professional's notice of completion of the Services or applicable stage thereof, Deja New shall notify Professional that Deja New either: (i) accepts the Services as complying with the Specifications; or (ii) rejects the Services as deficient, and shall advise Professional how the Services do not comply with the Specifications and must be remedied or corrected ("Deficiencies"). Professional shall correct all Deficiencies within twenty-four (24) hours of receipt of Deja New's deficiency notice, at Professional's own cost and at no additional charge to Deja New. Professional shall again notify Deja New upon completion, at which time Deja New shall re-inspect the Services in accordance with this Section 4.2. If, following a second inspection, the Services are still not acceptable to Deja New, Deja New may either (i) notify Professional of the remaining deficiencies and provide Professional with additional time to cure, or (ii) terminate this Agreement for cause and receive a full refund of all monies paid to Professional for the Services which have not yet been accepted by Deja New and Deja New shall have no further liability or obligations under the Order, and/or this Agreement; at Deja New's sole discretion. The foregoing does not limit Deja New's rights or remedies.

3.4. Photo and Video Inspection. Professional acknowledges that Deja New will invite Clients to take photos or video of the work they want done, and may require Professionals to take photos of the Services completed. Professional agrees to promptly correct any Deficiencies at Deja New's request (at least within 24 hours or sooner).

4. Relationship of the Parties.

4.1. Independent Status. Professional is and shall continue to act throughout the term hereof and in conjunction with the performance of any and all Services hereunder (i) as an independent contractor, and (ii) not as an employee, agent, joint venturer, or partner of Deja New. Professional has no authority to enter into any form of agreement, commitment, arrangement, discount, or any type of understanding on behalf of Deja New. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Deja New and Professional, or any reasonable expectation or basis for reliance on the part of Professional of such a relationship existing or developing during the term hereof. Both parties understand and agree that Professional will continue to perform services for others during the term of this Agreement. The parties understand and agree

that Professional will have the sole discretion to determine the method, means and location of performing the Services, and that Deja New has no right to, and will not, control or determine the method, means or place of the performance of the Services.

4.2. Liens. PROFESSIONAL AGREES NOT TO FILE ANY LIENS AGAINST DEJA NEW OR A CLIENT, AND HEREBY EXPRESSLY WAIVES ANY STATUTORY OR LEGAL RIGHT TO FILE A LIEN.

5. Obligations of Professional.

5.1. Equipment. Professional will supply all resources and equipment, and secure all insurance, licenses, bonds, authorities, and permits necessary to perform the Services. DEJA NEW IS NOT A CONTRACTOR, but requires those performing services for its customers to be contractors when legally required (e.g. electrical, plumbing, construction).

5.2. Permits. Subject to the terms of Section 7 hereunder, Professional agrees to secure all permits, licenses, insurance, bonds and subject to all legal obligations, regulations, or rules necessary to perform the work ("Right to Work") at Professional's sole expense, and to not any Services without such Right to Work. Professional guarantees that the performance of the Services will be lawful. Professional shall secure all licenses required for Professional to perform the Services. Professional shall comply with all applicable laws and Deja New's "Sparkle Guidelines" available at www.DejaNew.com/SparkleGuidelines. The Professional will also submit such information as may be requested by Deja New to ensure compliance with applicable law and confirm compliance with the Sparkle Guidelines.

5.3. Deja New Policies and Procedures. When Professional accesses or performs any of the Services at a premises of Deja New or any Deja New Client (the "Home"), Professional agrees to observe all reasonable requests of the resident of the Home, and applicable procedures and policies including the current acceptable use policy ("General Terms") available at www.DejaNew.com/GeneralTerms. All Services provided at Homes in the United States shall be performed by lawful U.S. residents. Failure to comply risks immediate termination of this Agreement by Deja New, without further recourse by or liability to Professional for such termination. Professional shall refer any media inquiries and communications arising from or relating to Deja New to Deja New's representative. Failure to comply with this Section shall be a material breach.

5.4. Employment Eligibility. Professional shall immediately notify Deja New of any information about any person with access to a Home arising from or relating to their relationship with Professional (including Professional employees and subcontractors, if any) that would be revealed by due inquiry for a history of violence, crime, dishonesty, and moral turpitude, including substantiation or other similar complaints or charges and any convictions or arrests relating to such matters. Professional warrants to and covenants with Deja New that (i) Professional has performed all due background screenings/checks to ensure compliance with the foregoing covenant, and (ii) all persons retained by Professional to perform Services are eligible to hold employment and perform the Services under applicable law and are legally fully able and authorized to perform the

Services in the geographic area where the Services is to be provided. The Professional will also submit such information as may be requested by Deja New to ensure compliance with this Section 7.6. Professional agrees and acknowledges that a violation of this section shall be deemed a material breach of this Agreement and cause for immediate termination of this Agreement.

6. Confidential Information.

6.1. "Confidential Information" means (i) the terms and existence of this Agreement, and (ii) all information or content (whether tangible or intangible) disclosed or made available by Deja New that Deja New either identifies as confidential to Professional or which Professional should reasonably understand to be or treat as confidential or proprietary by its nature and/or the manner of disclosure. The Deja New IP shall be considered the Confidential Information of Deja New.

6.2. Duty of Confidentiality. Professional covenants and agrees to (i) hold the Confidential Information in trust and confidence; (ii) not disclose, communicate, or convey any Confidential Information, or otherwise provide any Confidential Information, whether wholly or partially, to any third party; (iii) use the same degree of care, but no less than a reasonable degree of care, to prevent any unauthorized disclosure of the Confidential Information as the Professional uses to protect its own information that it deems confidential; (iv) not to use the Confidential Information for any purpose other than providing the Services to Deja New; and (v) not copy, alter, modify, disassemble, reverse engineer, reconstruct or decompile any of the Confidential Information, unless permitted in a writing signed by an authorized representative of Deja New. Nothing in this Agreement is intended to or shall be deemed to modify any obligation of confidentiality of either party that is subject to one or more separate confidentiality or other similar agreements between the parties prior to the date hereof.

7. Governing Law; Venue. All Orders and Affiliate Orders, including this Agreement, shall be governed by the laws of the State of Nevada without reference to Nevada's provisions regarding choice of law. Courts located in and serving Clark County, Nevada, will have exclusive jurisdiction and venue over any dispute arising out of an Order, or this Agreement. Professional and Deja New hereby consent to the jurisdiction and venue of such courts; provided that such jurisdiction and venue shall be non-exclusive with respect to any actions in equity or to protect intellectual property rights. In the event of Litigation, Deja New is entitled to full reimbursement of attorney fees and costs. Professional agrees Deja New may also seek a preliminary injunction.

8. Insurance. As required by law, Professional shall maintain, or self-insure, at its sole cost and expense, such usual and customary types and amounts of insurance coverage as the law, regulation, or rule may require, which *may* include, without limitation, the following: (i) commercial general liability (including products liability if applicable) with limits not less than \$200,000 each occurrence/\$1,000,000 million general aggregate/\$1,000,000, (ii) auto liability with limits not less than \$1,000,000 combined single limit each accident, (iii) workers' compensation (including employer's liability) which complies with all statutory regulations in the State of

Nevada or the states in which the Services are to be performed, including limits not less than \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit. Professional shall name Deja New as an additional insured on all such policies and contain a waiver of subrogation in favor of Deja New. Professional acknowledges that a given project may require additional types or amounts of insurance coverage. Professional will provide certificates or other acceptable evidence of insurance showing such additional insurance upon request. At Professional's failure to maintain any insurance policies required hereunder, Deja New may purchase such insurance at Professional's expense, but does not have the duty to do so. Professional acknowledges Deja New's insurance policies do not provide coverage for Professional.

9. Assignment. Except for the assignment or subcontracting of an Order to an affiliate, Professional shall not assign or subcontract the Order without Deja New's prior written consent. Any such attempted assignment or delegation without Deja New's prior written consent shall be void and of no force or effect and shall be cause for Deja New's termination of the Order.

10. Notices. All notices required or given herewith shall be in writing in the English language (or be accompanied by a properly prepared translation into English) and addressed to Deja New or Professional at the addresses on the Order and to the attention of the designated Project Contact identified on the Order, by first class mail (postage paid) return receipt requested, by personal delivery, or by an overnight courier service who issues receipts. All notices shall be effective upon receipt. Notices may also be provided via the Deja New mobile application or website, provided Deja New consents to delivery of notice via the same.

11. Severability. The provisions of this Agreement are severable and if any one or more of such provisions shall be determined to be invalid, in whole or in part, the remaining provisions or portions thereof shall nevertheless remain binding and enforceable. Any such invalid provision shall be

changed and interpreted so as to best accomplish its objectives within the limits of applicable law.

12. Headings/Interpretation. Headings herein are for reference purposes only and do not affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation". No provision of this Agreement or related document shall be construed against or interpreted to disadvantage any party hereto by a court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision. This Agreement shall govern and control over any additional terms and conditions set forth in any other contract or understanding between the parties.

13. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous agreements, representations or understandings related to the subject matter hereof. This Agreement may be modified only in a writing signed by both parties that expressly references this Agreement. This Agreement shall apply, govern and control, regardless of any other terms and conditions set forth in standard terms and conditions that otherwise may be present within any form of Order or acknowledgment thereof delivered by Professional.

14. Waiver. A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach shall not be construed as a waiver of that breach.

15. Survival of Obligations. The obligations set forth in Sections 4 through 16 will survive termination or expiration of this Agreement for any reason.

16. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.