

VENDOR SERVICES AGREEMENT

THIS VENDOR SERVICES AGREEMENT (this "**Agreement**") is made and entered into by and between EDC FM], a Florida limited liability company having its principal place of business at 890 North SR 434, Suite 2000, Altamonte Springs, FL 32714 ("**EDC**"), and the vendor to which a Work Order has been issued by EDC, who has agreed to this Agreement, or who has otherwise performed Work on behalf of EDC, together with his/her/its affiliated business entities, subsidiaries, parent companies, and assigns (the "**Vendor**"). EDC and Vendor are at times referred to herein individually as a "**party**", and collectively as the "**parties**".

WHEREAS, EDC desires to contract with Vendor from time to time for the performance of various work and services on or at the property of EDC's various customers, as specified in Work Orders which may be issued by EDC to Vendor, subject to and in consideration of the provisions contained in this Agreement, and

WHEREAS, Vendor desires to be contracted by EDC from time to time to perform various work and services on or at the property of EDC's various customers, as specified in work orders which may be issued by EDC to Vendor, subject to and in consideration of the provisions contained in this Agreement, and

WHEREAS, Vendor hereby enters into this Agreement in order to agree upon the terms, conditions, obligations, restrictions, and limitations which will govern their relationship with EDC and any Work or Work Orders performed or agreed to by Vendor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EDC and Vendor fully agree as follows:

The above definitions and representations are hereby reaffirmed and reincorporated into the remainder of this Agreement.

- 1. Vendor's Work.** The term "**Work**", as used in this Agreement, means any and all labor performed, materials installed, and services rendered by the Vendor pursuant to a Work Order (as defined below), whether before or after the date of this Agreement. Work includes, but is not limited to: all labor, professional and nonprofessional services, equipment, and materials, including without limitation the delivery, storage, handling and installation of such materials, as well as any incidental work related to any of the foregoing. "**Work Order**", as used in this Agreement, means both written and verbal directives made by EDC to Vendor, and agreements made between EDC and Vendor, inclusive of all written change orders or amendments made thereto by the mutual agreement of both parties in accordance with this Agreement. In the event that a written Work Order conflicts with a verbal Work Order, the former shall always control and supersede the latter. All Work and Work Orders are subject to, and shall be governed exclusively by the provisions of this Agreement. Neither a party's execution of this Agreement, nor any provision of this Agreement shall create an obligation on behalf of EDC to actually hire, retain, use, contract with, or send Work Orders to Vendor. EDC makes no representation, warranty, or promise to use the Vendor's services, or as to any quantity, minimum, or maximum amount of Work.
- 2. Transfer of Manufacturers' Warranties.** Vendor shall receive, complete, and register/file all manufacturer product guarantees or warranties for materials and equipment purchased or used under a Work Order. Vendor must, upon completion of any Work Order, submit to EDC certificates of warranty/guarantee registrations. In addition, Vendor must also keep a copy of the manufacturer's warranty for the duration of the warranty.
- 3. Licensing, Laws & Permits.** Prior to beginning any Work or Work Order, Vendor shall, as an express condition precedent to EDC's compensation obligations hereunder, send to EDC a copy of any license required in order to properly and lawfully perform such Work or Work Order. Vendor represents and warrants that Vendor is, and covenants to at all times during the term of this Agreement remain, in strict compliance with all federal, state, and local laws, regulations, statutes, ordinances, and rules applicable to the Vendor, to the locations where the Vendor performs any Work or Work Order, and to the location of Vendor's places of business (collectively, the "**Applicable Laws**"). By performing any Work or Work Order, Vendor warrants that Vendor has diligently investigated, and is fully familiar with all Applicable Laws. The Vendor shall promptly give all notices and make all filings required by Applicable Laws prior to performing any Work or Work Order. If the Vendor fails to comply with any Applicable Laws, the Vendor shall be solely responsible for any and all claims, losses, fees, penalties, liabilities, and other consequences arising out of or related thereto, and hereby covenants to indemnify, defend, and hold harmless EDC from all of the same. Vendor shall procure, at its sole expense all necessary permits, certificates, and licenses required by all Applicable Laws for the performance of all Work and Work Orders. Vendor shall promptly supply EDC with copies of such permits, certificates, and licenses upon EDC's request. Vendor shall comply with all safety requirements of EDC. Vendor shall specifically comply with the Occupational Safety and Health Act of 1970, as

amended, and the Consumers Product Safety Act of 1972, as amended. Vendor represents and warrants to EDC that any and all laborers, employees, and contractors engaged by Vendor in the performance of any Work shall be fully authorized by the laws of the United States and the state wherein the Work is to be performed to engage in such Work. Vendor shall be fully responsible for ensuring the legal status of its laborers, employees, and contractors.

4. **Independent Contractor.** The parties hereto expressly acknowledge that Vendor is an independent contractor and not an employee, agent, or partner of EDC. Nothing in this Agreement shall be interpreted or construed as creating the relationship of employer and employee between EDC (including its agents) and Vendor (including Vendor's agents), or establishing a joint venture or legal partnership between EDC and Vendor. Both parties further acknowledge that Vendor is not an employee for any insurance, tax or financial purpose. Vendor agrees to comply with all tax laws applicable to the operation of Vendor's business and legal entity (if applicable), including, but not limited to, the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by Vendor, and compliance with state workers' compensation and employment laws. Vendor shall submit a duly completed and signed W-9 form to EDC as an express condition precedent to EDC's payment obligations hereunder.

5. **Insurance.** Notwithstanding anything to the contrary in this Agreement, Vendor shall not commence any Work or Work Order until Vendor is in strict compliance with all insurance requirements of this Agreement and all Applicable Laws. It is Vendor's sole responsibility to determine Vendor's compliance with the foregoing, and no conduct of EDC shall be construed as either an acknowledgment of Vendor's compliance herewith, or a waiver of Vendor's obligations hereunder.

Vendor must have insurance with the coverages and limits described below prior to commencing any Work or Work Order, and hereby covenants to maintain the same throughout the entire term of this Agreement and at all times while performing any Work or Work Order. Vendor's performance of any Work or Work Order constitutes Vendor's express warranty of compliance with this section. Vendor must furnish EDC with certificates of insurance evidencing that Vendor has satisfied the requirements of this section, which obligation is an express and absolute condition precedent to any obligation of EDC to compensate Vendor for any Work performed. All coverage must be placed with companies having a financial rating of at least 'AA' with AM Best's Insurance Reports. Such policies or certificates must (i). provide that EDC and its affiliates are named as the **Certificate Holder** AND as **Additional Insured**; (ii). provide that the insurer shall

give EDC at least thirty (30) calendar days' **prior written notice** of material change or in cancellation of such insurance; and (iii). include a **Waiver of Subrogation**. Vendor shall, at all times, maintain the following coverage & limits:

- A. Workers' Compensation Insurance in accordance with the statutory requirements of the state or states wherein any Work or Work Order is to be performed, including Employer's Liability insurance, but in no event in an amount less than \$1,000,000.00;
- B. Comprehensive General Liability Insurance with limits of at least \$1,000,000.00 per occurrence/\$2,000,000 aggregate for Bodily Injury including Wrongful Death and Property Damage; and
- C. Automobile Liability in accordance with the statutory requirements of the state or states wherein any Work Order is to be performed, but in no event with limits of less than \$500,000 per accident.

Vendor hereby waives and shall cause all rights of subrogation against EDC to be waived by its insurance carrier. In addition to the requirements of this Section 5, Vendor shall also procure any additional insurance coverages or endorsements as may be required by Applicable Laws. In the event that EDC and Vendor have duplicate or overlapping insurance coverage, Vendor's insurance coverage shall at all times be considered as primary coverage and there shall be no right of subrogation or contribution against or from EDC's insurance. EDC's insurance shall not apply unless or until Vendor's insurance coverage is completely exhausted. In the event that Vendor fails to comply with the insurance coverage requirements of this Section 5, EDC shall have the right to, at its sole option, withhold all amounts due Vendor until such requirements are satisfied. EDC may also elect, at its sole option, to secure insurance coverage as would satisfy the requirements of this Section 5 and withhold from any amounts due Vendor the costs thereof. Vendor understands and acknowledges that EDC's insurance carriers require Vendor to maintain insurance in the amounts and of the types specified herein. In the event that EDC is audited and it is discovered that Vendor does not, or has not at all times maintained such coverages, EDC will necessarily incur costs, including, but not limited to premium back-charges, penalties, and fees. Accordingly, in the event that Vendor either fails to produce, or fails to maintain at all times during the term of this Agreement insurance of the types and in the amounts as required in this Section 5, or fails to submit satisfactory proof thereof to EDC, EDC shall be entitled to withhold from any amounts due Vendor all costs arising from or related to Vendor's noncompliance, including back premiums, penalties, and other fees charged to EDC by its insurance carrier. In the event that insufficient amounts due Vendor exist from which to deduct the foregoing costs, then EDC is expressly entitled to bring suit against Vendor for the recovery of such amounts.

6. **Indemnification**. To the fullest extent permitted by law, the Vendor hereby covenants and agrees to indemnify, protect, defend, save, and hold harmless EDC and its agents, affiliates, clients, suppliers, employees, and customers, as well as the employees, contractors, agents, customers, and suppliers of each of them (collectively, the “**Indemnified Parties**”) from and against any and all claims, allegations (whether true or false, meritorious or not), actions, liabilities (whether actual or alleged), losses, damages, expenses, and costs, including, but not limited to reasonable attorney’s fees, brought or alleged against, or incurred by any of the Indemnified Parties arising out of or resulting from the Vendor’s Work, a Work Order, Vendor’s breach of or failure to comply with this Agreement, the Vendor’s presence on or at any job site whereat Work is to be performed, or any act, inaction, omission, or negligence of the Vendor or its agents, contractors, employees, suppliers, and subcontractors, or any person or entity directly or indirectly engaged by any of them, or anyone for whose acts they may be liable, including the employees, agents, customers and suppliers of all of them (Collectively, the “**Responsible Parties**”). The Vendor’s obligations under this Section 6 include, but are not limited to, all costs relating to the Vendor’s compliance, or failure to comply with all Applicable Laws and this Agreement, and all costs related to one of the Indemnified Parties’ enforcement of this Agreement against Vendor or any of the Responsible Parties. In the event Vendor becomes obligated to defend EDC or any of the Indemnified Parties, Vendor shall retain defense counsel satisfactory to the same, and shall diligently and professionally defend each Indemnified Party from each claim or allegation. However, EDC may, at its election and at any time, take control of the defense of such claims and employ attorneys and other consultants, investigators and experts of its own choice to manage and defend such claims at Vendor’s sole cost and expense. The obligations of this section shall remain in effect regardless of any actual or alleged act or contributory negligence, comparative fault, or other act or omission of or on behalf of any of the Indemnified Parties. This section shall not be construed to negate, limit, abridge or reduce other rights of the Indemnified Parties, nor any obligation or duty of any of the Responsible Parties which would otherwise exist in this Agreement or under the Applicable Laws. In the event that any Indemnified Parties seeks to enforce this Section 6 against any of the Responsible Parties in a jurisdiction that does not permit indemnification or defense in the manner prescribed herein, then with respect to any legal limitations affecting the validity or enforceability of this Section 6 in such jurisdiction, such legal limitations are made part of the indemnification obligation to the minimum extent necessary to bring this Section 6 into conformity therewith, and as so modified, this Section 6 shall continue in full force and effect.
7. **Assignment; Use of Subcontractors**. The Vendor shall not engage or permit Subcontractors to perform any Work or portion of a Work Order without the prior written consent of an officer of EDC, which consent EDC may withhold at its sole discretion and for any reason. Vendor shall not delegate any of its obligations arising under this Agreement without the prior written consent of an officer of EDC. This Agreement, as well as any benefits or rights of Vendor established herein, are, as a matter of law, not assignable. The Vendor shall not assign any debts or monies due from EDC without the prior written consent of an officer of EDC. Any such assignment that is prohibited hereby shall be considered void *ab initio*. Vendor binds itself and, to the extent permitted herein, its successors and assigns, to EDC and its successors and assigns, in respect to all covenants, agreements and obligations contained in this Agreement.
8. **Use of Work Location**. The Vendor shall limit its activities related to any given Work Order exclusively to the site on or at which such Work Order is to be performed, or as designated by EDC (the “**Work Location**”). Vendor shall limit Vendor and Vendor’s agents’ access to the Work Location to only that which is expressly permitted by private regulations applicable to the Work Location (i.e., those of a landlord, property manager, Homeowner’s Association, or Condo Association). The Vendor shall under no circumstances allow any debris, equipment, materials, or other property of Vendor’s not absolutely necessary to the performance of its Work or Work Order to be present on or at a Work Location.
9. **Clean-Up**. Vendor covenants to comply with all requests of EDC, EDC’s client, and the owner or lessee of a Work Location to satisfactorily clean up the area on and around where the Vendor’s Work is performed. If no requests are expressly made, Vendor shall, upon completion of a Work Order, and from time to time while performing the same, remove from and about the Work Location any waste materials or rubbish (including debris boxes) occasioned by Vendor’s performance of the Work Order. Upon completion of the Work Order, the Vendor’s will also remove all of its tools, equipment, vehicles, personnel, machinery, and any other materials, persons, or property which Vendor caused to be brought onto the Work Location, and shall leave the Work Location clean and ready for its designated use. Notwithstanding the foregoing, Vendor shall under no circumstances without the prior written consent of EDC remove any materials from a Work Location which are either (i). the subject of a dispute between EDC and Vendor, or (ii). intended by the Work Order to be installed at a Work Location.
10. **Damage**. In the event that any damage is occasioned by the acts or omissions of Vendor or its agents to any items or property on or at a Work Location, Vendor shall immediately submit a written report of such damage to EDC within twenty-four (24) hours of the time Vendor first became aware of such damage. Vendor’s report

shall include the location, date, and time where the damage occurred, as well as photographs showing the full extent of the damage. In addition to its obligations under Section 6, Vendor hereby covenants to, upon demand, promptly reimburse EDC or EDC's client (at EDC's direction) for the full costs of repairing or replacing such damaged item or property at the Work Location, as such costs are determined solely by EDC. In the event that Vendor fails to timely submit payment for such damage to EDC, EDC reserves the right to deduct such costs from any amount due Vendor.

11. Vendor's Warranty. The Vendor represents and warrants to EDC that all materials, equipment, labor, and workmanship performed or supplied by Vendor will:

- A. be of good quality and new unless otherwise permitted in writing by EDC;
- B. be free from defects not inherent in the quality of the materials used; and
- C. conform with all Applicable Laws and safety standards.

If requested by EDC, the Vendor shall promptly furnish satisfactory evidence as to the kind and quality of materials and equipment used in any Work performed by Vendor. Vendor shall also comply with all 'close-out' requirements of EDC or its clients, including, but not limited to assembling and delivering manufacturer's and other warranty information, photos, work tickets, and lien waivers. Vendor hereby warrants its workmanship and labor for a period of twelve (12) months from the date payment therefor is delivered to Vendor by EDC. Vendor hereby covenants to, at EDC's sole option, and upon its receipt of notice during the aforementioned warranty period, either make all repairs required at Vendor's sole expense; or reimburse EDC upon demand for the costs associated with causing the repair and correction of any such defects. This warranty shall be in addition to, and not to the exclusion of, any other warranties or obligations of Vendor. No substitutions or 'equivalents' for equipment or materials used in Vendor's Work or a Work Order shall be made unless approved in writing by an officer of EDC prior to the usage thereof. Notwithstanding anything to the contrary contained in this Agreement, EDC reserves the absolute right to reject Vendor's use of, or an invoice for Work including the use of any materials it determines are defective, dangerous, or inappropriate. In the event that the Vendor discovers a defect in material before or during its use in the Work, the Vendor shall promptly notify EDC of such defect, and immediately correct and replace the defective material at Vendor's sole expense. Compensation made by EDC to Vendor for Work performed shall not relieve Vendor of the obligations contained in this Section 11.

12. Change Orders; Modifications. No change, deviation, modification, or waiver of any provision of this Agreement or a Work Order shall be valid, effective, or enforceable unless in the form of a writing signed by an officer of EDC. Both EDC and Vendor hereby expressly

agree and acknowledge that no agent of either party has the authority or capacity to orally modify this Agreement or any Work Order, and that any such attempt would be invalid *ab initio*. In no event shall EDC be obligated to compensate Vendor or its agents for any work performed by Vendor or its agents that was not first authorized by EDC in writing, in accordance with the requirements of this Agreement.

13. Photos and Work Tickets. Vendor shall submit to EDC upon completion of all Work Orders sufficient 'before and after' photos of Vendor's Work, as well as work or authorization tickets/forms signed by an authorized representative of EDC's client at the Work Location, unless these requirements are expressly waived in writing by an officer of EDC.

14. Subcontractor's Claims; Mechanic's Liens. To the extent Vendor may engage subcontractors, Vendor covenants to promptly and continuously throughout the term of this Agreement do all of the following:

- A. Obtain the acknowledgment from each such subcontractor that he, she or it is an independent contractor of Vendor and not an agent of EDC;
- B. Ensure that any such subcontractor or subcontractors have insurance coverage in the limits and types required of Vendor by this Agreement, and that such coverage also names EDC and its affiliates as additional insureds;
- C. Secure properly executed lien waivers and releases for each such subcontractor in valid form that complies with all Applicable laws, and promptly submit the same to EDC upon request;
- D. Ensure that such subcontractor or subcontractors comply with all safety, cleanup, photo and work tickets, and other similar requirements of this Agreement; and
- E. Ensure that no such subcontractor or subcontractors engage, solicit, communicate with, or attempt to communicate with any client of EDC.

Vendor expressly assumes all obligations and risk arising from Vendor's failure to comply with any of the foregoing provisions. Vendor covenants to pay all of its subcontractors in a timely manner for any Work or portions thereof performed by such subcontractors, regardless of whether Vendor has received payment therefor from EDC. Vendor shall promptly defend to conclusion any claim made or brought by its subcontractor or materials supplier for any sums due them by Vendor. EDC shall have the right and option to make any and all payments by checks payable to Vendor and its subcontractors jointly. In the event that Vendor engages any subcontractor for the performance of Work or any portion thereof, Vendor hereby expressly covenants to indemnify, defend, and hold harmless EDC from and against any claim, liability, expense, or cost, including attorneys' fees and court costs, arising from or related to such subcontractor's performance or work or services, or relationship with Vendor.

Vendor shall not file or allow any mechanic's liens or other encumbrances to be filed against or attached to a Work Location by Vendor's agents, contractors, subcontractors, suppliers, or any other person or entity engaged by Vendor in the performance of Work. In the event Vendor fails to cause the removal and satisfaction of any such lien from the Work Location within three (3) business days from the date of filing or attachment (whichever comes first) thereof, EDC may, at its sole discretion, pay the full amount of any such claim or lien directly to the lienor and deduct the same (as well as any legal and administrative costs incurred from handling such matter) from any compensation due Vendor. Vendor hereby waives any and all claims or causes of action Vendor has or may hereafter acquire against EDC for any such payments that are paid pursuant to the foregoing provision. Vendor shall not, on Vendor's behalf or anyone else's, file or cause to be recorded or attached on, to, or against a Work Location any mechanic's lien or other encumbrance. Doing so is a material breach of this Agreement. The foregoing shall not be construed to negate or limit the materiality of any other provision of this Agreement. Notwithstanding any provision of an Applicable Law to the contrary, Vendor hereby expressly and irrevocably waives and releases all lien rights Vendor may now have or hereafter acquire arising out of or related to its performance of any Work or Work Order. EDC reserves the right to require Vendor, as a condition precedent to EDC's compensation of Vendor for any Work, to promptly submit to EDC upon request properly executed lien waivers and releases in valid form that comply with all Applicable laws and the provisions of this Agreement, up to the amount and portion of the Work for which payment is requested by Vendor. In addition, EDC may, at its option, require Vendor to submit a 'sworn statement' or other certificate or affidavit as a condition precedent to compensation.

15. Risk of Loss. The risk of loss for any materials used in Vendor's Work shall not pass from Vendor to EDC until final payment is made therefor by EDC and the same has been fully installed on or at the applicable Work Location. EDC is not responsible for any loss, damage to, or theft of any property of Vendor or material left on or at a Work Location.

16. Proper Conduct; Non-Disparagement. Vendor shall, at all times during the term of this Agreement, ensure that Vendor and its agents, employees, contractors, and anyone else for whom Vendor is responsible act with the highest levels of courtesy, integrity, and ethical conduct while engaging in Work or interacting with a client of EDC. Vendor covenants to refrain from making or allowing any of Vendor's employees, agents, or contractors to make any type of disparaging communication, statements, assertions, opinions, or remarks regarding EDC or its employees, agents, contractors, or clients in any type of public forum or other forum the contents of which could become public (physical or electronic), or directly or

indirectly to the public or to any of EDC's clients, contractors, or suppliers, regardless of whether such communication, statements, assertions, opinions, or remarks are true. "**Disparagement**" includes, but is not limited to negative communication, comments, or remarks regarding EDC's ethical standards, propriety, timeliness of payment, communication with its vendors and contractors, invoicing procedures, or any other statement, comment, or remark which might reasonably be considered to be derogatory, defamatory, or critical. The Vendor expressly waives all defenses which may be raised by Vendor in legal action taken by EDC to enforce the provisions of this Section 16, including, but not limited to the defense of truth.

17. Proprietary Information. Neither the Vendor nor its agents or contractors shall, by virtue of this Agreement or their relationship with EDC, acquire any interest, right, or license in or to EDC's logo, sales materials, intellectual property, goodwill, customer or client lists or contacts, or other proprietary information. Vendor hereby covenants to take all steps which may be necessary to prevent unauthorized use of EDC's name, trade name, trademark, good will, logo or intellectual property by anyone.

18. Work Location Verification Procedures. Vendor shall strictly comply with all check-in/check-out, store approval, or work ticket sign-off procedures required by EDC or its clients, as well as any other Work Location performance verification procedures required by EDC and its clients.

19. Vendor's Invoices. All invoices for Work completed by Vendor must comply with the requirements of this Agreement, and the 'Vendor Profile' completed and signed by Vendor. Invoices should be sent by electronic mail to: invoices@edcsg.com, or to the email address provided to Vendor in writing by EDC from time to time. Notwithstanding the foregoing, it is the Vendor's sole responsibility to verify EDC's receipt of its invoice. Vendor shall submit all invoices for Work directly to EDC within **seven (7) calendar days** of completion of the Work, along with an EDC Sign-Off sheet signed by EDC's customer indicating acceptance of the Work along with all other required paperwork. If you are awarded a Work Order with a Not To Exceed (NTE) amount, your invoice cannot exceed the NTE amount stated in the Work Order unless you have a separate written agreement signed by EDC (not from EDC's customer) authorizing you to invoice an amount in excess of the NTE amount. Vendor expressly consents to the foregoing provision, and agrees that it is reasonable. Vendor shall not submit an invoice for any Work or Work Order until the same is 100% complete. Any invoice submitted by Vendor for Work or a Work Order that is not 100% complete is invalid, and shall not be considered or processed for payment by EDC. In any event, and notwithstanding anything to the contrary contained herein, no invoice shall be processed, nor

payment made to Vendor, unless and until all requirements of this Agreement have been strictly complied with. Time is of the essence in regards to Vendor's obligations under this Section. You will only submit one invoice in connection with a Work Order and it will be submitted upon the conclusion of your Work and in accordance with the Work Order. Your invoice must be itemized, include the Work Order number, and reflect the actual and separate charges for labor and material. Unless you are instructed otherwise, your invoice must also identify any sales tax. Otherwise, it will be presumed to be included in your invoice amount. Your invoice may not include any charge not expressly allowed by the Work Order. For example, your invoice may not include any truck, travel, or service charges, unless those charges were approved in the Work Order. EDC also does not allow two-person crews unless a two-person crew is approved within the Work Order. You waive the right to charge EDC any finance fees even when your invoice provides for it. If EDC's customer for whom you have performed Work fails to make payment to EDC or it appears to EDC that the customer will not make payment when due, then EDC may, in its sole discretion, withhold payment to you. EDC'S RECEIPT OF PAYMENT FROM ITS CUSTOMER IS INTENDED BY BOTH PARTIES TO BE, AND SHALL CONSTITUTE AN EXPRESS AND ABSOLUTE CONDITION PRECEDENT TO EDC'S OBLIGATION TO PAY VENDOR. Otherwise, EDC will use reasonable efforts to pay uncontested and properly submitted invoices within forty-five (45) days of process date. EDC must have your W-9 and up to date and accurate certificate of insurance coverage before any invoices will be paid.

20. Additional Conditions. In addition to all other conditions stated in this Agreement, in no event shall EDC be obligated to compensate Vendor in any way, nor shall any invoice of Vendor's be considered or processed for payment by EDC, regardless of whether the Work or Work Order for which such invoice is submitted has been completed, if all conditions precedent to payment as stated in this Agreement have not been fully satisfied by Vendor. The Vendor's strict and timely compliance with all obligations contained herein are expressly intended by both EDC and Vendor to be absolute conditions precedent to EDC's obligations to compensate Vendor for Work or Work Orders. In addition, no compensation whatsoever shall be paid to the Vendor by EDC for any Work or Work Order that is performed without the express authorization of EDC via a written Work Order, notwithstanding anything in this Agreement to the contrary. Vendor expressly agrees that all of the provisions of this Section 20 are necessary and reasonable. Vendor expressly assumes the risks associated with this section. All obligations and restrictions of Vendor contained in this Agreement are considered material to this Agreement.

21. Non-Solicitation; Confidentiality. Vendor

acknowledges, understands, and agrees that no legal or contractual relationship between Vendor and any of EDC's clients, contractors, or customers is created by virtue of this Agreement or any Work Order. Vendor acknowledges that, when performing Work or a Work Order, Vendor is engaged by and working exclusively for EDC, and not by or for the clients of EDC. Furthermore, Vendor acknowledges that EDC has invested considerable time and expense in developing relationships with its clients, which relationships constitute legitimate business interests. Accordingly, Vendor expressly covenants as follows:

- A. Vendor shall not submit invoices, proposals, work orders, or any other business documents to any current or prospective client of EDC without the prior written consent of an officer of EDC. Vendor shall look solely and exclusively to EDC for payment for any Work or Work Order performed.
- B. Vendor shall not disclose or permit to be disclosed, either in writing or orally, the cost or amount of its Work or Work Orders to any third party, including, but not limited to clients of EDC. Vendor shall take any and all steps which may be necessary to prevent the disclosure of the foregoing by anyone whose acts Vendor may be responsible.
- C. Vendor and Vendor's officers, employees, agents, shareholders, and directors (if applicable) shall not, during the term of this Agreement and for a period of twenty-four (24) months thereafter, either directly or indirectly, contract with, solicit, propose, or perform any work or service for or to any Client of EDC's to whom Vendor was introduced, for whom Vendor performed Work, or on whose Work Location Vendor performed Work or a Work Order during the term of this Agreement, regardless of the geographic location. As used in this Section 21(C), "**Client**" means any person or entity to whom EDC proposes or performs work or services, either during the term of this Agreement, or at any time within the forty-eight (48) months immediately preceding the date of this Agreement, as well as such person or entity's assignees, affiliates, or owners.
- D. Vendor shall not use, disclose, or base judgments on EDC's trade secrets or confidential information. The parties hereto hereby covenant to hold in strictest confidence all confidential information. As used in this Section 21(D), "**Confidential Information**" includes, but is not limited to: customer lists, EDC's billing and payment procedures, details or information related to or derived from EDC's proprietary systems, sales materials, and the conversations, details, information, data or other knowledge derived from or related to a Work Order or this Agreement. Notwithstanding the foregoing, Vendor may disclose Confidential Information on a 'need to know' basis to its employees or agents for the sole purpose of fulfilling Vendor's obligations under this Agreement. The Vendor shall not publicize in any media form, including, but not limited to, online forums or websites, any details of the Vendor's Work, any communications between Vendor and EDC, or any Confidential Information.
- E. Vendor shall not use EDC's name, reputation, logo,

goodwill or other identifying information in any way, nor shall Vendor represent to any person or entity that Vendor owns, operates, directs, controls, or is owned, operated, directed, or controlled by EDC.

EDC and Vendor agree that each of the foregoing covenants are distinct, individual, and material to this Agreement, and that each gravely affects the business, value, reputation, and goodwill of EDC. If Vendor or Vendor's officers, shareholders, directors, affiliates, or any other person or entity for whose actions Vendor is in whole or in part responsible, breaches any covenant contained in this Section 21, EDC and Vendor agree that EDC shall be entitled, in addition to all other remedies at law or in equity which may be available to it, to obtain both temporary and permanent injunctions to restrain such continued breach. Vendor expressly agrees that the provisions of this section 21 are reasonable and necessary in scope, duration, and time.

22. Term; Termination. This Agreement shall be effective as of the date stated above in the first paragraph of this Agreement, and shall continue and remain in effect indefinitely, unless terminated as provided herein. Notwithstanding the foregoing, by entering into this Agreement, Vendor agrees that any Work, Work Order, or other service which may have been performed by Vendor prior to the effective date of this Agreement shall nevertheless be subject to and controlled exclusively by the provisions of this Agreement. Vendor may terminate this Agreement for any reason upon thirty (30) days' prior written notice to EDC. EDC may terminate this Agreement for any reason upon fifteen (15) days' prior written notice to Vendor. Notwithstanding the foregoing, in the event that Vendor materially breaches this Agreement; threatens to take any action which may adversely impact EDC's clients; or acts or fails to act in such a way that substitute vendors may be required to be engaged by EDC to perform corrective work, then EDC may terminate this Agreement upon forty-eight (48) hours' prior written notice to Vendor. If EDC terminates this Agreement, the Vendor shall be entitled to compensation for all Work and Work Orders which were properly performed by Vendor in strict accordance with this Agreement and all Applicable Laws up to the date of termination.

23. Cancellation of a Work Order. EDC may, without prejudice to its other rights or remedies, and for any reason, or for no reason, cancel any Work Order upon written notice to Vendor. If EDC's cancellation of a Work Order is for any reason other than for "cause" (as defined herein), then EDC shall pay Vendor for the reasonable value of the Work performed prior to the date of termination (if any) in accordance with the payment provisions contained in this Agreement. If EDC's cancellation of a Work order is for "cause", then EDC shall pay Vendor for the reasonable value of the Work performed prior to the date of termination (if any),

minus all costs, fees, and expenses incurred by EDC (including, but not limited to attorney's fees) in completing the Work Order, and enforcing EDC's rights or exercising EDC's remedies hereunder. In the event such costs, fees, and expenses exceed the amount that would otherwise become due Vendor, Vendor shall promptly pay such excess amounts to EDC upon demand. As used herein the term "for cause" means any: (i). actual or threatened breach of this Agreement by Vendor; (ii). failure of Vendor to strictly comply with the terms and conditions of a Work Order or any procedure or requirement enacted by EDC or EDC's customer relating to the performance of a Work Order; (iii). actual or threatened action, inaction, or negligence by or on behalf of the Vendor which does or would, in EDC's sole opinion, reflect negatively upon EDC or any of EDC's customers. Vendor agrees, regardless of the reason or circumstances relating to cancellation of a Work Order, to promptly and fully cooperate with EDC in transitioning such Work Order to a substitute vendor in a professional and timely manner.

24. Waiver. A failure of EDC to either insist upon the strict performance by Vendor of any obligation contained in or arising from this Agreement, or to exercise any right or remedy to which EDC may be entitled (either arising from this Agreement or elsewhere) shall not be construed as a waiver of the same. Vendor shall not rely upon any such failure or refrainment.

25. Set-Off. In the event that any amount becomes due EDC from Vendor, whether arising from this Agreement, a Work Order, or otherwise, EDC shall be entitled to set-off, deduct, and withhold the same from any amount due Vendor from EDC, whether arising from this Agreement, a Work Order, or otherwise.

26. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, which remainder shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement. The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law. The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

27. Survival. The provisions of Sections 2, 3, 4, 5, 6, 11, 12, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 34, 35, 36, and 37 of this Agreement shall expressly survive the termination hereof, regardless of reason or cause, by whom it is terminated, or whether proper (or any) notice is given.. The foregoing list of sections which shall survive the termination of this Agreement shall not be construed to be an exhaustive or exclusive listing thereof; each provision of this Agreement that would, by its nature, normally survive the expiration or termination of this Agreement shall so survive. By accepting this Agreement or performing any Work or Work Order, Vendor hereby agrees and acknowledges that all provisions of this Agreement are reasonable, and represents that Vendor has read and fully understands the same.

28. Counterparts; Acceptance of Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Vendor agrees that a signature transmitted by facsimile or electronically transmitted copy (e.g., pdf) will be effective the same as an original. By accepting this Agreement, either by accepting a Work Order or by signature, the Vendor agrees to be fully bound to the provisions of this Agreement. The effective date of this Agreement shall be the earlier of the date upon which Vendor either: (i). accepts its first Work Order from EDC; (ii). signs this Agreement; or (iii). begins the performance of any Work on behalf of EDC.

29. Choice of Law. This Agreement shall be governed exclusively by the laws of Florida, without regard to its choice of law or other legal principles that would cause the application of the laws of any jurisdiction other than the state of Florida. The courts of the county wherein EDC's principal office is located shall be the proper, convenient, and exclusive forum for any dispute arising out of or related to this Agreement, any Work, or a Work Order. Vendor expressly and irrevocably consents to the personal and subject matter jurisdiction of such courts. All objections to such jurisdiction or venue are hereby waived by Vendor. Vendor expressly consents to service of process as permitted under Florida law.

30. Prevailing Party. In the event that legal action is taken by either party against the other to enforce any provision of this Agreement, the prevailing party from such dispute shall be entitled to recover its attorney's fees and court costs arising from such dispute, together with any fees or costs incurred in determining the amount of fees to be recovered. As used in this section the term "**prevailing party**" means the party prevailing

as to the substantial matters of law at issue in such dispute.

31. Notices. Any and all notices or other matters required or permitted by this Agreement shall be in writing and shall be sent via reputable overnight carrier (e.g., Federal Express, DHL), certified United States mail, or via electronic mail, and addressed to each party as set forth in the first paragraph of this Agreement above, respectively. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph. If sent by mail, notices shall be deemed duly and properly served upon receipt by the recipient, or after seventy-two (72) hours of being sent; whichever occurs first. For purposes of electronic mail notices, 'vendors@edcsg.com' must be used for EDC, and the email address included on page 1 of this Agreement (the Vendor Profile) must be used for Vendor.

32. Headings; Interpretation. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. In this Agreement, the following rules of interpretation shall apply: (a) defined terms include their singular and the plural forms, (b) "include," "includes" and "including" are non-exhaustive (e.g., "including without limitation"), (c) "or" is disjunctive but not necessarily exclusive, (d) "shall" expresses requirements, (e) all monies are expressed in and will be calculated and paid in U.S. Dollars, and (f) time is of the essence for all deadlines applicable to Vendor. The parties agree that the provisions of this Agreement shall be construed with equal weight against each party, and not against EDC, the drafter.

33. Non-Exclusivity. Nothing contained in this Agreement shall be deemed or construed as a limitation on EDC's right to engage other contractors and vendors to perform work similar to that performed by Vendor. Furthermore, nothing contained in this Agreement shall be construed to grant or create an exclusive relationship or license between EDC and Vendor or Vendor and EDC's clients for the performance of any work or services.

34. Limitation on Damages. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances will EDC or any of the Indemnified Parties be liable to Vendor or any of the Responsible Parties for any consequential, indirect, exemplary, or punitive damages (including lost profits) arising out of or related to this Agreement or the performance, failure to perform, or termination of this Agreement or any Work Order, without regard to the nature of the claim (e.g., breach of contract, negligence or otherwise), even if EDC or the Indemnified Parties have been advised of the possibility of such damages.

35. Best Efforts. The Vendor covenants to use Vendor's best efforts to take all actions and to do all things

necessary, proper, or advisable to consummate, make effective, and comply with and abide by all of the provisions of this Agreement. Furthermore, Vendor covenants to take all reasonable efforts to resolve any disputes between Vendor and EDC or Vendor and EDC's client arising out of or relating to this Agreement. In the event that Vendor intends to file suit against EDC or any of its clients, as an express and absolute condition precedent thereto, Vendor shall provide EDC thirty (30) days' advance written notice of such intention prior to filing suit. Failure to do so shall automatically be grounds for dismissal of such suit.

36. **Waiver of Jury Trial.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, EXPRESSLY, AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION ARISING FROM OR RELATING TO THIS AGREEMENT, WORK, OR A WORK ORDER.

37. **Entire Agreement.** This Agreement represents the entire, final, and exclusive agreement and understanding between EDC and the Vendor with regard to the subject matter of this Agreement. The provisions of this Agreement hereby supersede any prior or contemporaneous understanding, representation, or agreement between the parties, whether written or oral, express or implied, which is inconsistent with or contrary to the provisions of this Agreement. This Agreement may only be modified with the express written consent of EDC in the form of a writing signed by an authorized representative of EDC which references this Agreement. All Work Orders made pursuant to this Agreement shall be deemed exhibits hereto. Any Provisions contained on Vendor's purchase orders, work orders, invoices or other business documents of vendor's that are inconsistent with, different from or additional to the provisions of this Agreement shall not modify or affect this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of any of the foregoing, the provisions of this Agreement shall control.