

AllClean Facility Services Master Service Agreement

THIS MASTER SERVICE AGREEMENT (THIS "Agreement") is made between All Clean Facilities Services, LLC., ("ACFS") and its Subcontractors ("Vendors"). By accepting this and or any Scopes of Work ("SOW") or by using the our Ticketing System, You represent and acknowledge that You have read, understood, and agree to be bound by this Agreement as it governs and defines Your Vendor relationship with All Clean Facility Services, LLC.,

ACFS is engaged in the business of providing and managing integrated commercial facility services,

WHEREAS, ACFS has entered into contracts ("Master Service Agreements") with customers ("Customers") to perform certain integrated commercial facility services including commercial cleaning, floor maintenance, environmental cleaning & infection control ("Services") at specific locations (each "Location") to be listed on separate Scopes of Work ("SOW") delivered via our Ticketing System, and numbered sequentially; and WHEREAS, the Master Service Agreement permits certain services to be carried out by third parties engaged as Vendors; and WHEREAS, ACFS desires to engage Vendors to provide, on behalf of ACFS, such Services to Customers at each Location in accordance with the applicable SOW and WHEREAS, Vendors desire to provide, on behalf of ACFS, the Subcontracted Services as more particularly set forth in, applicable SOW.

NOW, THEREFORE, ACFS and Vendor hereby agree as follows:

1. SUBCONTRACTED SERVICES.

1.1 The Vendor shall provide the Subcontracted Services at the Locations and in accordance with the

Specifications set forth in each SOW. All Subcontracted Services shall be provided by Vendor, its employees and independent contractors hired or engaged by Vendor to perform Subcontracted Services at any Location ("Independent Contractors", and along with employees are collectively referred to as "Personnel"), in a professional, skillful and competent manner that is satisfactory to ACFS, and ACFS' Customer.

1.2 As a part of the Subcontracted Services, the Vendor will provide all labor, supervision and material in order to perform the Subcontracted Services at each Location in accordance with the Specifications in each applicable SOW ("Specifications"). Vendor shall appoint and identify to ACFS [and any Manager of the Location identified in the SOW "Facility Manager"), one or more "Supervisor(s)" who shall have a thorough knowledge of the procedures needed to complete the SOW, ACFS approved supplies and equipment identified in each SOW in order to properly train and direct employees to ensure that proper SOW completion standards are met. A Supervisor or designated Leader shall always be present during the performance of the Subcontracted Services at any Location.

1.3 Vendor shall hire and maintain Personnel that are properly trained and experienced to ensure consistent, efficient and satisfactory performance of the Subcontracted Services, but in no event fewer than the full-time equivalents in any staffing plan set out in each applicable SOW (the "Personnel Requirements").

i) Vendor shall provide enough trained back-up Personnel in times of staff shortages due to extended illness, emergencies (as available), inclement weather (as available), or any other reason to

ensure consistent, efficient and satisfactory performance of the Subcontracted Services under this Agreement. A 24-hour contact number shall be maintained so that Supervisors, the crew leads, ACFS Employee's [and Customer Representatives] can inform Vendor when back-up Personnel are required. Vendor shall notify ACFS no less than three (3) hours of the beginning of the affected shift if Supervisor is unavailable for such shift.

ii) An amount for any missed services or failed SOW by Vendor will be deducted from the next payment of Service Fees to Vendor, this prorated amount is based upon the fee's listed in applicable SOW and is limited to the entire Service Fee including administrative charges up to 30%.

1.4 Vendor shall ensure the following:

i) Vendor must meet all safety rules, regulations and requirements of Customer and ACFS,

and all (i) employees and (ii) independent contractors have received all necessary training including, but not limited to, health and safety training, required to perform the Subcontracted Services pursuant

to this Agreement and any applicable SOW, including maintaining a listing of all chemicals, accompanied with Safety Data Sheets (SDS) used by Vendor personnel in all Locations, and that employees and Independent Contractors receive ongoing training and instruction for the use of equipment (powered and

non-powered). At the request of ACFS, Vendor shall upon request furnish records and/or evidence of such training to ACFS. ACFS may assess safety violation penalties of up to \$100 or its actual penalty plus an Administrative Charge up to 30% of said penalty, assessed for each violation of safety rules or governmental safety laws, regulations, rules or ordinances. ACFS may back charge for the applicable SOW or separately invoice the Vendor for such safety violation penalties. ii) You acknowledge and agree that in permitting access to and use of our Ticketing System, ACFS will be disclosing to You certain confidential, proprietary and/or trade secret information related to our Clients or ACFS (the "Confidential Information"). Such Confidential Information shall include, without limitation, any know how, trade secrets, computer programs, source code, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans, or reports made available to You. You agree that You will not, without the express prior written consent of ACFS, disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information (i) is or becomes generally available to the public through any means other than as a result of any act or omission by You; (ii) is rightfully received by You from a third party that is not subject to any obligation of confidentiality with respect thereto and without limitation as to its use. At the termination of this Agreement or at any time by request of ACFS, you will return all Confidential Information in Your possession to ACFS. You also agree that You will not duplicate, translate, modify, copy, print, disassemble, decompile or otherwise tamper with the Ticketing System or any Confidential Information. iii) all employees and Independent Contractors shall possess all requisite professional licenses and other Certifications as may be required in connection with the performance of any Services. iv) all employees and Independent Contractors abide by all applicable SLA metrics provided and detailed in current and future SOW and will be compliant with all procedures required by all vested parties at each defined SOW Location.

1.5 Vendor must comply with all ACFS and Customer background check requirements. i) Vendor shall also be responsible for complying with all background check, badging and other security requirements as detailed in section 11 of this agreement, for each Location as provided in each SOW and as referenced herein in section 11 of this agreement or by the Customer's policies for each Location. ii) Vendor is responsible to ACFS for loss of badging or any other authorized access materials, including but not limited to, keys, identification numbers and cards. ACFS will deduct loss of any authorized access materials plus an administrative charge up to 30% of said material from Service Fees due Vendor for the affected location. iii) Vendor is under an affirmative obligation to report to ACFS any knowledge acquired at any time of any violation by an individual or sub-Vendor working for Vendor that does or might violate customer or ACFS's background check requirements. iv) If Vendor fails to comply with this Section 1.5, the Vendor may be immediately terminated from performing services for ACFS or the Customer and disqualified from all future engagements by ACFS. No Vendor or Vendor employee or vendor sub-contractor may work at any customer location prior to receiving an acceptable background check report. Vendor shall comply with all laws in conducting such

background checks. All background checks expenses are the responsibility of the Vendor, including but not limited to the cost of photos, badging and security requirements for Vendor 's Personnel.

1.6 ACFS shall have the right to require Vendor to remove from any Location any or all Personnel of

Vendor whom ACFS or its Customer deems incompetent, careless, or otherwise objectionable at any time upon with verbal notification, and Vendor shall immediately and without delay comply with any such notification for removal from ACFS.

1.7 Vendor shall ensure that its Personnel (i) report to work in clean, presentable work clothing each

day, (ii) are neat, clean, and professional in appearance at all times and (iii) wear a badge that clearly states their name and "All Clean" at all times in the facility. Anyone reporting to work in un-presentable work clothes should be sent home, which action will not relieve the Vendor from the responsibility for ensuring all Subcontracted Services are performed to Specifications for that Location. Failure to comply with section 1.7 may result in additional fee's being assessed to the Vendor in addition to an administrative fee of up to 30% of the prorated daily rate associated with the applicable SOW.

1.8 Except as otherwise indicated in any SOW, Vendor 's Personnel shall wear uniforms designated by

ACFS while servicing a Location. For uniforms provided by ACFS, if any, ACFS will retain the amount of \$30.00 per uniform, or such other amount as may be indicated on any applicable SOW ("Uniform Hold Back") from the initial or any subsequent payment to Vendor hereunder, as a deposit for the uniforms provided to the Vendor . When the Vendors service at any Location is terminated, and the Vendor returns all Uniforms in good, laundered condition, ACFS will release the Uniform Hold-Back funds to the Vendor. If the Vendor fails to return all the uniforms provided, in laundered and re-usable condition, ACFS will retain such amount of the Uniform Hold-Back to offset the cost of the lost or unusable uniforms.

1.9 Vendor shall not permit its Personnel to consume alcohol or illegal substances at any Location, or

to bring alcoholic beverages or illegal substances to any Location Violation of this policy is CAUSE FOR IMMEDIATE TERMINATION OF THIS AGREEMENT as to that location. Vendor shall immediately remove anyone found under the influence of alcohol or a controlled substance from the Location at once. Continued abuse of this requirement by Vendor or its Personnel shall be considered grounds for termination of this Agreement.

1.10 Vendor and its Personnel shall use suitable precautions when performing the Subcontracted

Services at each Location. Vendor shall avoid interference with the Customer's use and enjoyment of the Location. Vendor shall comply with all Customer requirements regarding conduct of operations and access timing and limitations. Vendor shall immediately advise ACFS when any of the conditions at any Location limit Vendor 's ability to perform the Subcontracted Services.

1.11 Should Vendor or its Personnel use ACFS's or any Customer's or third party's equipment, it is understood and agreed such use shall be at Vendor 's sole risk, and by the use thereof, Vendor hereby waives all claims and liability against ACFS, assumes the full risk of the operation thereof, and assumes full responsibility for any and all loss, cost, expense, damage, or injury, including reasonable attorneys' fees, arising therefrom.

1.12 Vendor shall ensure that its Personnel abide by the SOW procedures and use only the approved

subscriptions, supplies and software designated by ACFS and referenced herein attached and or any applicable SOW.

1.13 Vendor shall not subcontract any work it is contracted to perform as part of this Agreement or the

Subcontracted Services, unless provided with prior written permission from ACFS.

1.14 Vendor shall ensure that its Personnel does not (i) bring, or cause to be brought to any Location

other individuals, personal property, pets, animals or any item that is not required to perform Services according to the specifications, or (ii) access any computer system of Customer.

2. CHANGES TO SUBCONTRACTED SERVICES. ACFS may at any time with written notice to Vendor, modify, delete, or add to any SOW ("Change Order"). If any such Change Order affects the cost of performing Subcontracted Services, an equitable adjustment in the Service Fee for the changes required by the Change

Order will be made by written agreement and sent electronically by of ACFS to Vendor.

3. QUALITY CONTROL AND INSPECTION

3.1 The Vendor 's performance of the Subcontracted Services at each Location is subject to examination,

inspection and testing by ACFS or its' designee at any time without notice. Vendor shall cooperate fully with any such examination, inspection or testing.

3.2 All Subcontracted Services shall be performed in accordance with the Specifications for the Location as detailed on the applicable SOW and shall be performed in a safe and professional manner by trained, qualified, and efficient workers, in strict conformity with best practices.

3.3 Vendor shall, correct and re-perform at Vendor 's sole cost, all Subcontracted Services

performed at any Location (i) that do not comply with the terms of this Agreement and the Specifications for the Location detailed in the applicable SOW, or (ii) that are otherwise defective (each of (i) and (ii) referred to collectively as the "Defective Services"). If Vendor does not correct any Defective Services within twelve (12) hours of oral or written notice from ACFS, ACFS may do so and shall be reimbursed either by offset against any sums otherwise due to Vendor for that Location, or by immediate reimbursement from Vendor to ACFS or by a combination of both plus applicable administrative fees and or additional supply costs as determined by ACFS in its sole discretion. Neither acceptance of all or any Subcontracted Services nor payment therefor will relieve Vendor of responsibility for Defective Services furnished at any Location by Vendor.

3.4 ACFS reserves the right, at any time, to require that Vendor provides proof of use of only approved

commercial-grade quality chemical supplies as required by ACFS or in the applicable SOW for the Location both parties agree to a transparent process whereby the Vendor can prove use, and continued purchase activity, of approved chemicals, and equipment for the Location being serviced, said process is specifically referenced herein in attached exhibit B. If Vendor fails to properly inventory and use only approved chemicals, ACFS may, in its sole discretion, require the Vendor to immediately purchase these approved supplies, directly from ACFS or another designated supplier. If Vendor fails to purchase the correct and approved chemicals and or equipment in a timely manner ACFS will purchase said products and items on behalf of the vendor with an additional administrative cost of 30% above retail value at the sole cost to the Vendor. This associated fee will be deducted from the Vendor s current owed amount or next concurrent applicable invoice.

3.5 Vendor shall keep in communication with ACFS. Vendor must report any incidents or

concerns via email, such as doors unlocked, alarm off, doors left open, secured areas left unlocked, office open, left note for supplies, etc.

3.6 Vendor shall properly maintain, inspect, and supervise its designated work area at each Location to

prevent unsafe conditions from existing and will regularly conduct safety audits and inspections to ensure compliance with Vendor's responsibility to maintain a reasonably safe work area. Vendor shall make sure the designated work area is secured prior to leaving.

3.7 If Vendor becomes aware of or suspects the presence of asbestos or other hazardous materials and or pathogens at any Location, Vendor shall stop work in the affected area immediately and notify ACFS. If Vendor disturbs or otherwise fails to stop work, then Vendor shall defend, indemnify and hold harmless ACFS against any and all claims that arise out of Vendor 's action or inaction.

3.8 Vendor shall report to ACFS and record in the writing all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases, and any situation requiring first-aid or medical observation or treatment.

4. PRIMARY POINT OF CONTACT. Vendor and ACFS's primary points of contact ("Primary Contact") for SOW implementation pertaining to this Agreement will be listed per accepted SOW. Either party may change its primary point of contact upon reasonable notice to the other party.

5. SERVICE FEES. ACFS shall pay to Vendor the fees for Subcontracted Services at each Location as detailed in the applicable SOW which amount shall be in full compliance with the SOW by Vendor 's Personnel pursuant to the SOW, and the number of Service days/shifts excepted with prior written approval by ACFS ("Service Fees"). Payment of the Service Fees shall be in accordance with the following: i) Invoice Number and date of Invoice, ii) Location of Service, iii)

Invoice amount per occurrence and exclusive to applicable SOW, iv) Vendor Partner Primary Contact and Name of Supervisor, v) Total number of per occurrence services worked through the last day of the month, vi) Service fee deductions as pursuant to any SLA metrics provided per applicable SOW or listed herein, vii) Confirmation that all work pursuant to previously issued SOW has been fully completed, viii) Any other documents as from time to time may need to be reasonably requested by ACFS to support the invoiced amount. Vendor will present an invoice to ACFS for Service Fees relating to and per occurrence of any Subcontracted Services rendered within twenty-four (24) hours of SOW completion. Such Invoice may be delivered in in hard copy, or electronically in accordance with ACFS policy. By submitting an invoice, Vendor represents that information contained in the invoice is true and correct, and that all work for the previous SOW have been completed.

5.1 ACFS will pay Vendor net sixty (60) calendar days from the date an accurate and correct Invoice corresponding to applicable SOW is received by ACFS.

5.2 Every payment to Vendor under this Agreement is inclusive of any and all taxes, duties, withholding, assessments and other levies imposed by any tax authority with jurisdiction over such payment.

5.3 No payments shall be made unless a properly completed and executed Form W-9 has been filed with ACFS.

5.4 Any work invoiced over sixty (60) days from completion, ACFS is under no obligation to pay.

5.5 Vendor shall provide a current and valid ACH information so that payment can be made via ACH transfer directly to Vendor 's Bank Account. If Vendor cannot provide ACH information and requires payment by check, there will be a \$50 Service Charge deducted from each applicable invoice, for check-writing administrative and postage fees.

5.6 All additional work will only be performed at the authorization of ACFS. Any work performed without prior written authorization by ACFS will not be paid.

6. SERVICE FEE DEDUCTIONS. Vendor agrees that the expenses detailed below shall be deducted by ACFS from the Service Fees payable to Vendor.

6.1 Any amount due to ACFS under this Agreement including but not limited to charges referred to in Section 1.3(ii), any missed service fee's & Uniform Hold-Back Fee's as defined in Section 5, and any liquidated damages as defined in Section 6.3, and any insurance fee referred to in Section 9.7 of this Agreement, and any applicable SLA fee's referenced and defined within current or future SOW.

6.2 All other expenses incurred, credit extended, or payments made by ACFS on behalf Vendor including, but not limited to, advance payments, equipment, software, subscriptions and membership and or subscription fees and or supply costs and any insurance premiums defined in any SOW, any surcharges and penalties/late fees incurred for whatever reason, and repair or replacement costs with respect to any damaged equipment, tools or consumable goods owned by ACFS and or the ACFS client, and used by Vendor hereunder, may, at ACFS's reasonable election, be deducted from and offset by ACFS against any payments from ACFS under this Agreement.

6.3 Any penalty or other charges to Customer for false alarms caused by Vendor or its employees or its Independent Contractors.

6.4 Vendor shall pay to ACFS one (1) month Vendor payment plus a 30% administrative fee, for the breach of any part of the provisions of this Agreement unless an alternative exclusive remedy is provided for elsewhere in this Agreement.

7. TERM / TERMINATION. This Agreement will commence upon current and or future SOW acceptance and will remain in full force and effect until terminated as provided herein.

7.1 This Agreement may be terminated or suspended immediately by ACFS at any time for any reason upon oral, written or electronic notification to Vendor.

7.2 On the effective date of termination or suspension, Vendor has a duty to immediately cease further

performance of the Subcontracted Services and promptly take such actions as are reasonably required to secure any physical assets belonging to ACFS or the Location. Within seven (7) days following receipt of notice of termination or suspension, Vendor has a duty to:(a) deliver to ACFS all physical assets and any original documents together with all confidential information and other documents which are the property of ACFS or the Customer/Location; and (b) submit a final invoice through the effective date of termination or suspension.

ACFS' obligation to pay Vendor 's final invoice is conditioned upon Vendor's compliance with the terms of this Agreement.

8. Intellectual Property Rights.

8.1 ACFS maintains all rights, title and interest in and to all its process, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You to access and use the Ticketing Systems and Software under this Agreement do not convey any additional rights in the Ticketing Systems or Software, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Ticketing System and Software as expressly herein, all rights, title and interest in and to the Ticketing System and all hardware, software and other components of or used to provide services, including all related Intellectual Property Rights, will remain with and belong exclusively to ACFS. Vendor shall hold such Confidential Information in strict confidence and shall only use such Confidential Information as necessary to comply with this Agreement. Vendor shall not provide access to or disclose such Confidential Information in any form to any third party. Vendor shall be responsible for ensuring that any Vendor Personnel having access to such Confidential Information shall observe and perform under duties of confidentiality no less restrictive than those set forth in this Agreement.

8.2 Non-Circumvention. During the Term of this Agreement and for a period of three (3) years after termination of this Agreement, Vendor shall not on its own behalf or as a , sole proprietor, stockholder, or consultant to any other person, firm or business, or in any other capacity as principal or agent, directly or indirectly:

- a. Divert or attempt to divert any of the business or patronage of any of Customer or Customer Location.
- b. Influence or attempt to influence any Customer to transfer its business or patronage from ACFS to any other person or company engaged in a similar business.
- c. Interfere or disrupt in any manner the relationship, contractual or otherwise, between ACFS and any Customer, supplier, employee or Vendor of ACFS.
- d. Neither Vendor nor any, director, employee, or agent of Vendor shall, without specific written authorization of ACFS, give or receive any commission, fee, rebate, gift or loan of significant cost or value to any person or entity in connection with or as a result of Vendor 's Services provided hereunder, including without limitation to any officer or employee of any government, department, agency or instrumentality, to influence any decision, or to gain any other advantage for ACFS or Vendor .
- e. In the event of the breach of this Section by Vendor, it is agreed that ACFS will have the right to injunctive relief against any such violation, as well as any other rights and remedies provided by law.

8.3 Non-Solicitation. Vendor shall not, while this Agreement is in effect and for at least one (1) year after the termination of this Agreement:

- i) directly or indirectly, solicit, employ, hire or engage any person who is or was a non-union employee, agent or representative of ACFS in any capacity during the 12-month period prior to such solicitation, employment, hiring or engagement; and
- ii) solicit, directly or indirectly, for Vendor, or any or third party related to Vendor or any of its owners, the facility service business of any current Customer of AFCS, or any entity or Person who was a customer of AFCS within the 6-month period prior to the termination of this Agreement.

8.4 Publicity. Vendor shall not, in any advertising, sales promotion materials, press releases or any

other publicity matters, use the name "ACFS," the name of any ACFS, and or Customer or any variation of these names or language from which the connection of the names may be implied, nor shall Vendor disclose or advertise in any manner the nature of Services supplied under this Agreement or the fact that it has entered into this Agreement, unless ACFS, in its sole discretion, grants Vendor prior written permission to do so.

9. INSURANCE.

9.1 For the purpose of this Agreement, Vendor shall carry and maintain in full force and effect throughout the term of this Agreement or any SOW, including any renewal or extension terms, and for the tail period identified in 9.2 below, the types of insurance and the minimum coverage are described in the attached Exhibit A.

9.2 All insurance policies shall remain in effect until the later of (i) one years following the termination or expiration of the Agreement or (ii) the date applicable statute(s) of limitation expire.

9.3 ACFS and its clients to be named as additional insured non contributory on all Vendor's applicable insurance policies.

9.4 Before commencement of any Subtracted Services pursuant to this Agreement and at any time immediately upon request from ACFS, and on an annual basis without such request, Vendor agrees to furnish ACFS certificates of insurance or other evidence satisfactory to ACFS to the effect that such insurance has been procured and is and has remained in force. The failure of ACFS to request certificates of insurance or other evidence of the required coverage, or to identify deficiencies in Vendor's coverage, will not be construed as a waiver of the Vendor's obligation to maintain such insurance.

9.5 Each certificate will stipulate that if the required insurance policies are to be canceled prior to expiration or termination of this Agreement, the issuing company will provide ACFS at least thirty (30) days prior written notice of such event.

ACFS' receipt of Vendor's certificate(s) of insurance is a condition preceding Vendor's right to receive payment of any amount under this Agreement. The failure to provide any of the required certificate(s) of insurance within fifteen (15) days following the date of this Subcontract is a material non-performance.

9.6 Vendor shall carry Workers' Compensation insurance on all employees and Independent Contractors providing service to Vendor, as required by law.

9.7 Vendor will be charged an administrative fee equal to six percent (6%) of any and all agreed upon fee(s) as outlined in subsequent SOW if the Vendor fails to maintain both workers compensation and general liability coverage as required in Exhibit A. Said fee shall be deducted from the next payment of any amount due hereunder.

10. RISK MANAGEMENT.

10.1 Vendor shall immediately report to ACFS any damage caused to ACFS or ACFS's Customer's or

property or equipment or Customer's and or 's employee's personal property, or theft of Customer's and merchandise by Vendor's personnel. Any damage caused to property, equipment or the Customer's

property or equipment or to customer's or Vendor's employee's personal property or theft of customer's or Vendors' merchandise by Vendor's employees due to negligence or improper usage, maintenance or general use and operation, shall be the responsibility of the Vendor. Vendor shall bear the risk of any loss (including theft of merchandise) or damage to all equipment, supplies, and materials used by Vendor in the performance of the Services.

10.2 Vendor shall immediately, and in any event within twelve (12) hours, notify ACFS of all injuries to

persons and damage to property in any way arising out of, or in the course and scope of performance of the Subcontracted Services under this Agreement, and no settlement or payment of any claim as to which ACFS may be charged with any obligation for any payment or reimbursement for Subcontracted Services will be made by Vendor without ACFS's prior written approval, which will not be unreasonably withheld or delayed.

11. SECURITY.

11.1 Before allowing any Vendor personnel to perform any service mentioned here within or referenced in any current or future SOW, at its sole cost and expense, Vendor will, unless prohibited by law, conduct a Satisfactory Screening of all Vendor Personnel prior to their performance of the Services. "Satisfactory Screening" shall mean, to the fullest extent allowed by law, conducting the background checks set out referenced herein or pursuant to any existing or future SOW and/or tickets. Satisfactory Screening metrics defined herein as: (i) Social Security number verification, (ii) national federal criminal database check, (iii) seven-year county of residence criminal conviction search, (iv) seven-year previous employment check, (v) highest level of education attained, (vi) Global Sanction Watch list and National Criminal File, (vii) any additional background check requirements set out in defined within future tickets or any applicable SOW or as requested by All Clean Facility Services in writing, and (viii) 10 Panel Drug screen detailed herein as: i) Name Initial, Screening Confirmation, Cut-Off, ii) Amphetamines 1000ng/ml, 500ng/ml iii) Barbiturates, 300ng/ml, 300ng/ml iv) Benzodiazepines, 300ng/ml, 300ng/ml v) Cocaine Metabolites, 300ng/ml, 300ng/ml vi) Marijuana Metabolites, 50ng/ml, 15ng/ml vii) Methadone, 300ng/ml, 300ng/ml viii) Methaqualone, 300ng/ml, 300ng/ml ix) Opiates, 2000ng/ml, 2000ng/ml x) Phencyclidine, 25ng/ml, 25ng/ml xi) Propoxyphene, 300ng/ml, 300ng/ml

11.2 Vendor will not assign any person to provide the Services if such person has any pending charge or been convicted of any violent crime or crime involving fraud or theft, dishonesty, moral turpitude, breach of trust, (including

but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), money laundering, or manufacturing, distribution, or sale of controlled substances.

11.3 Upon All Clean Facility Services' request and in accordance with applicable laws, Vendor will present All Clean Facility Services proof that the Vendor Personnel who has commenced an assignment with All Clean Facility Services or who has gained access to All Clean Facility Services' and/or its customers' Confidential Information, systems or data, has cleared a background check in accordance herewith by certifying in writing that the background check was performed, and that the individual in question passed such background check, through means of providing All Clean Facility Services with a formal and executed Attestation Letter stating the previously aforementioned personnel has been successfully cleared for service and is compliant with all aforementioned screening requirements.

11.4 Notwithstanding the aforementioned, the Vendor will use its best efforts to complete Satisfactory Screening before allowing Vendor Personnel onsite. Should All Clean Facility Services require staffing changes or request Vendor to provide services at a new location prior to the completion of a Satisfactory Screening Vendor will not be in violation of this section. If the result of the screening reveal non-compliance with the requirements of this paragraph, the Vendor Personnel will be immediately replaced.

12. DEFAULT AND INDEMNITY.

12.1 Default. In the event of any breach by Vendor or its Personnel of any of the provisions of this Agreement (including any SOW, appendix, attachments or Exhibits attached hereto or referred to herein, or any rules, regulations or policies of the Customer at any Location, ACFS may, in its sole discretion, suspend, prohibit or terminate Vendor or any of its Personnel from performing any Subcontracted Services for ACFS at any Location, (and in such event, Vendor or any such individual shall immediately cease from performing Subcontracted Services at such Location) or upon electronically written notice to Vendor, may immediately terminate this Agreement, or all or any part of any SOW.

12.2 Indemnity. Vendor shall defend, indemnify and hold harmless ACFS and its affiliates, and their respective and collective directors, officers, managers, agents, shareholders, employees, representatives, successors and assigns and the ACFS Customers where Vendor provides or is assigned to provide Subcontracted Services, as well as such Customers' affiliates and their respective and collective directors, officers, managers, agents, employees, representatives, successors, assigns and invitees (the "Indemnified Parties") from and against any and all direct losses, liabilities, costs, expenses, including without limitation attorneys' fees and expenses of investigation, claims, actions, suits, proceedings, judgments, fines, and damages of any nature whatsoever arising or resulting from or in connection with the performance by Vendor or its officers, directors, employees, managers, agents, representatives, successors, assigns or sub-Vendor s or any of their officers, directors, employees, agents, representatives, successors or assigns (collectively, the "Indemnifying Parties") under this

Agreement, the Indemnifying Parties' breach of this Agreement and/or the Indemnifying Parties' acts or omissions of any kind in connection with this Agreement, except to the extent caused by the negligence or willful misconduct of an Indemnified Party. Vendor shall reimburse ACFS for all reasonable costs and expenditures made in the settlement of any claim against ACFS relating to the Subcontracted Services provided at any Location. ACFS shall notify Vendor promptly of any claim against ACFS with respect to any Subcontracted Services and shall provide Vendor and/or its insurance carrier with information needed for settlement or defense of such claims.

13. COMPLIANCE WITH LAWS.

13.1 GENERAL. Vendor will comply with all present and future laws, ordinances, orders, directives, rules

and regulations of the Federal, State and local government, political subdivisions, counties, municipalities, and their respective agencies, authorities, or commissions of the Federal, State and local governments, applicable to, or affecting, directly or indirectly, Vendor or its operations and activities on or in connection with the provision of any Subcontracted Services, including but not limited to, the terms and conditions of the Equal Opportunity Clause prescribed in 41 CFR 60-1.4, E.O. 11246; the Affirmative Action Clause prescribed in 41 CFR 60-250.4, 38 U.S.C. 4212, regarding disabled veterans and veterans of the Vietnam Era; Affirmative Action for Workers with Disabilities in 29 U.S.C. 793; the Service Contract Act of 1965, as amended (41 U.S.C. 351 et. seq.); 41 CFR 60-1.8 prohibiting segregated facilities; and the Fair Labor

Standards Act of 1938, as amended. Vendor shall defend, indemnify and hold harmless ACFS with respect to the failure of Vendor to comply with the provisions of this Section in accordance with the indemnity provisions of this Agreement.

13.2 COMPLIANCE WITH IRCA. Vendor shall, always, remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA), as amended. All employees or Subcontractors of Vendor assigned to each Location shall have had their identity and eligibility for work within the United States properly verified. Vendor has and shall properly complete and retain the Immigration and Naturalization Service form I-9 for all its employees covered by IRCA. Vendor shall defend, indemnify and hold harmless ACFS with respect to the failure of Vendor to comply with the provisions of this Section in accordance with the indemnity provisions of this Agreement.

14. INDEPENDENT RELATIONSHIP. Vendor 's relationship with ACFS is that of independent contractor so that neither Vendor , nor any employee, agent, servant, officer, director, manager or shareholder of Vendor, shall be deemed to be or shall claim to be an agent, servant or employee of ACFS.

14.1 Vendor acknowledges that this Agreement is nonexclusive and that ACFS is free to contract with any other person or entity for the Services which are the same or similar to that described in this Agreement.

14.2 Vendor assumes full responsibility for all contributions, deductions, taxes and assessments on all payrolls or otherwise under all applicable federal, state and local laws (including withholding from wages of its employees where required). Payroll taxes shall

be paid on timely basis. Vendor shall at its own expense comply with all applicable workers' compensation, unemployment insurance, employer's liability, minimum wage and other federal, state, county and municipal laws, ordinances, rules, regulations and orders, including, without limitation, the Federal Civil Rights Acts, Fair Labor Standards Act, Americans With Disabilities Act, Occupational Safety and Health Act, and Labor Management Relation Act.

14.3 Vendor acknowledges that none of its employees or owners an employee of All Clean Services LLC

or All Clean Facilities Services, LLC, collectively known as (ACFS).

15. NOTICE. Any notice, request, demand, direction or other communication from Vendor to ACFS required or permitted to effectively adjust or modify this MSA will be given or made under this Agreement or in connection therewith shall be deemed to have been given or made if delivered to the ACFS, (i) by post prepaid letter (ii) by electronic mail; or (iii) through a commercial firm which is regularly engaged in the business of document delivery or document and package delivery; addressed as follows:

To ACFS: All Clean Facilities Services, LLC
4400 Marsh Landing Boulevard, Unit 2
Ponte Vedra Beach FL 32082
Attn: Office Manager
Email: aosteen@allcleansvcs.com

To Vendor : Vendor Legal Business Nae
Attn: Vendor Primary Contact
Email: *Communicated through the Ticket System and shall be deemed to have been received upon delivery or upon the third day after electronically mailing.*

This Exhibit A (this "exhibit A") is required to maintain compliance with the aforementioned Master Service Agreement as ACFS' receipt of Vendor's certificate(s) of insurance is a condition preceding Vendor 's right to receive payment of any amount under this Agreement. The failure to provide any of the required certificate(s) of insurance within fifteen (15) days following the date of this Subcontract is a material non-performance. Please review section nine (9) of the Master Service Agreement for further refence and information.

A current and complete Certificate of Insurance is required with the following verbiage and certificate holders listed:

Elsewhere on the certificate:

All Clean Facility Services, L.L.C., [Client Name],, and their subsidiaries and affiliates are named as an additional insured on a primary and non-contributory basis. Policy must not contain any exclusion for any Work performed on behalf of All Clean Facility Services at Commercial Facilities.

As Certificate Holders:

All Clean Facility Services, L.L.C., [Client Name],, and their subsidiaries and affiliates

All Clean Services LLC

4400 Marsh Landing Blvd Ste 2
Ponte Vedra Beach, FL 32082

Also required are endorsements for ongoing and completed operations such as a **CG 2010 and CG 2037**. ACFS is not required or liable to reimburse or recoup any additional expenses If any of our requests pertaining to insurance compliance would cause additional cost to Vendor.

Please follow the link below to view a sample certificate of insurance ("COI") containing the requested requirements.

(NEEDS UPDATE)

<https://documentcloud.adobe.com/link/review?uri=urn:aaid:scds:US:8ce2638c-8bc6-40ae-bfbd-93e39a00a8d4>