

INDEPENDENT SUBCONTRACTOR NATIONAL AGREEMENT

[]	[PROPERTY PRESERVATION]
[]	[TERMITE - WDO - INSPECTION AND/OR TREATMENT]
[]	[ENVIRONMENTAL]
[]	[OTHER]

THIS AGREEMENT is made between:

Name of Subcontractor: _____

Name of Subcontractor's Authorized Representative: _____

Mailing Address of Subcontractor: _____

City: _____ County: _____

State: _____ ZIP: _____

Telephone: _____ Fax: _____

E-mail Address of Subcontractor's Authorized Representative: _____
(herein called "**Subcontractor**"),

and

P.K. MANAGEMENT GROUP, INC., a Florida corporation
3006 Aviation Ave., Suite 3B, Miami, FL 33133
Tel (786) 507-6020 - Fax (305) 858-2214
E-mail Address: vendormanagement@pkmg.net
(herein called "**PKMG**").

Initials (Subcontractor)

Initials (PKMG)

WHEREAS, PKMG is in the business of providing property preservation, field, inspection, repair, maintenance, and other rehabilitative services (collectively, "Services") for its clients;

WHEREAS, Subcontractor is an independent contractor, and agrees at all times during the term of this Agreement not to hold itself out as an employee of PKMG;

WHEREAS, PKMG desires to engage Subcontractor as an independent contractor to help provide Services, specifically repair and/or property preservation services, for certain properties and Subcontractor desires to provide such Services to PKMG; and

WHEREAS, Subcontractor has completed the **Independent Contractor Registration Form and Questionnaire** ("Registration Form"), and has met all registration requirements to the satisfaction of PKMG; and

WHEREAS FURTHER, PKMG and Subcontractor wish to enter into this Agreement pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual representation, Agreements and conditions, the parties agree as follows:

1. **SUBCONTRACTOR DUTIES.** Subcontractor shall perform the Services and such other related duties as may be requested from time-to-time by PKMG for PKMG's clients pursuant to a Work Order or other request ("Work Order"). Subcontractor shall provide all tools and equipment necessary to perform the Services. PKMG shall provide Subcontractor with specific Services that Subcontractor is to perform hereunder. Work Orders shall be completed and uploaded, including all required and supporting documents, in accordance with dates provided on such forms as shall be provided by PKMG. Subcontractor must be properly licensed and insured in accordance with all applicable state, county and/or municipal laws and regulations and is responsible for ensuring that any Services performed by Subcontractor, including, without limitation, by Subcontractor's employees or contractors, are properly licensed and insured. Subcontractor acknowledges that its compliance with documentation, quality and time of performance requirements is a material requirement of this Agreement. Subcontractor further understands and acknowledges that PKMG may suffer significant damages in the event Subcontractor does not perform and complete its duties hereunder in a timely and workmanlike manner as requested and ordered by PKMG. In the event Subcontractor fails to complete any task assigned pursuant to this Agreement, PKMG may at its sole discretion, recover its damages from Subcontractor by offsetting such sums from future payments for work performed by Subcontractor prior to or subsequent to Subcontractor's breached work assignment. The term "Damages" shall include without limitation monies withheld from, or requested to be reimbursed by PKMG, at the request of its clients for work performed by Subcontractor, penalties imposed by local or state authorities for work performed by Subcontractor. Damages may be offset by PKMG if Subcontractor (i) breaches this Agreement, (ii) fails to complete work within the required timeframes set forth in a Work Order, (iii) fails to update Work Order notes, (iv) fails to submit complete evidentiary documentation supporting work completed in a timely manner, and/or (v) fails to provide photographs and/or other documentation evidencing proper completion of the work in a timely manner. If PKMG engages a third party to complete Subcontractor's uncompleted Services, PKMG may withhold and offset from Subcontractor's future payments, the funds paid to said third party.

2. **INDEPENDENT CONTRACTOR.**

2.1 Independent Contractor Status. In making and performing this Agreement, the parties are acting, and shall act, as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, franchisor, franchisee, or legal partner of the other party for any purpose. Nothing in this Agreement or in any Work-Order shall be construed to create an employer/employee relationship, joint venture, or partnership agreement between PKMG and Subcontractor or any of the Subcontractor's contractors. Neither party will be authorized to (a) enter into any contracts or make any representations or warranties in the name of or on behalf of the other party, (b) pledge the credit of the other party in any way or hold itself out as having authority to do so, or (c) make commitments or incur any indebtedness, costs, charges or expenses, or sign any agreement or other document for or in the name of the other party, (d) use any logo, business card, badge, clothing, email address, business materials or other documentation that would lead a reasonable person to infer that either party is an employee or representative of the other party, (e) participate or be eligible to participate in any PKMG employee benefits program whatsoever, nor shall they be deemed a "leased employee" as that term is defined in Section 414(n)(2) of the Internal Revenue Code, and Subcontractor hereby waives any claim that it or any of its contractors may be entitled to any employee benefits of any kind.

2.2 Status of Subcontractor's Employees. Subcontractor shall be solely responsible for the interviewing, hiring, training, supervision, direction of assignment, disciplining, and termination of its employees and shall in all circumstances make clear to each of its employees that such employees are not employees of PKMG. It is recognized and agreed by both parties that

the Subcontractor's employees are not employees of PKMG and are not entitled to participate in or receive any benefits or rights as employees of PKMG, under any employee benefit and welfare plan, including, any employee insurance, pension, savings, or security plan. Without limiting the generality of any of the foregoing, the Subcontractor's employees shall not be considered employees of PKMG for purposes of any state or federal laws relating to unemployment insurance, social security, workers compensation, or any regulations which may impute any obligation or liability to PKMG by reason of an employment relationship. Subcontractor shall be solely responsible for providing its employees with the timely and accurate payment of any salaries, wages, benefits or other compensation in accordance with all federal, state and/or local laws, including without limitation, the Fair Labor Standards Act, as amended, (29 U.S.C. 201 et. Seq.) Similarly, the Subcontractor shall be solely responsible for any insurance and taxes, including health insurance, taxes, FICA, and other governmental levies related to the salaries, wages, benefits and/or other compensation provided to its employees.

2.3 Reports and Payments Relating to Subcontractor's Business. Subcontractor shall, at its sole cost and expense, be solely responsible for making all payments and preparing all reports concerning its business, income, or employees required by any Social Security or income tax act, unemployment act, workers' compensation act, business or license tax act, or other similar revenue or regulatory act, whether federal, state, or local. PKMG assumes no responsibility for the making of any report, or the making of any payments, required under the terms of any such act relating to Subcontractor's business.

2.4. In providing the Services under the Agreement, Subcontractor agrees and represents, as follows:

- 2.4.1** Subcontractor retains the right to accept or reject assignments and Work Orders by and/or tasks from PKMG.
- 2.4.2** Neither Subcontractor nor PKMG'S employees are required by PKMG to devote full time to the performance of the Services required by the Agreement. Subcontractor and Subcontractor's contractors have the right to perform Services for others and other entities during the term of the Agreement, provided that Subcontractor and Subcontractor's contractors are able to meet his/her/their/its obligations under the Agreement.
- 2.4.3** Subcontractor is engaged in and performs Services in an occupation and business distinct from that of PKMG.
- 2.4.4** The work that Subcontractor performs and the Services that Subcontractor provides is not a part of the regular business of PKMG.
- 2.4.5** Subcontractor or Subcontractor's contractor supplies the instrumentalities, tools, vehicles, and anything else necessary to perform the Services under the Agreement.
- 2.4.6** Subcontractor or Subcontractor's contractor invests in the equipment or materials required by his/her/its Services or by his/her/its employees.
- 2.4.7** The work that Subcontractor performs and the Services that Subcontractor provides require special skill.
- 2.4.8** The work that Subcontractor performs and the Services that Subcontractor provides is done without day-to-day supervision by PKMG.
- 2.4.9** Subcontractor has the opportunity for profit or loss under the Agreement.
- 2.4.10** Subcontractor and PKMG are not creating an employer/employee relationship.
- 2.4.11** Subcontractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed, provided Subcontractor complies with the remaining provisions of the Agreement.
- 2.4.12** Subcontractor has the right to hire employees to provide the Services required by the Agreement.

- 2.4.13** Neither Subcontractor nor Subcontractor's contractors shall be required to wear any uniforms provided by PKMG, however, Subcontractor remains subject to Paragraph 3 of the Agreement.
- 2.4.14** Neither Subcontractor nor Subcontractor's contractors shall receive any training from PKMG in the professional skills necessary to perform the Services required by this Agreement, however, Subcontractor remains subject to Paragraph 3 of the Agreement.
- 2.4.15** PKMG is not responsible in any way to reimburse any business expenses of Subcontractor and Subcontractor's contractor shall be responsible for reimbursing its employee's business expenses, if any.
3. **DESCRIPTION OF SERVICES.** Subcontractor will conduct those Services as described on a written Work Order issued to Subcontractor by PKMG. Subcontractor agrees to perform only such Services described on the written Work Order. Subcontractor will upload supporting documentation into PKMG's property preservation system or any such system designated by PKMG and as required by the Statement of Work (**Attachment A**) and that sub-section related to the nature of work permitted by the designation upon Paragraph 1, above, of this Agreement. Subcontractor shall perform any such Services as specified in the Work Order to the standards and specifications as required and prescribed by PKMG.
- 3.1.1** Subcontractor shall provide those Services as described in **Attachment A** for real property as directed by PKMG. PKMG makes no volume commitment to Subcontractor under this Agreement;
- 3.1.2** PKMG agrees to utilize Subcontractor as a vendor for Services as described above and in **Attachment A** for properties assigned to PKMG by any of its governmental or commercial clients for any and all contracts or projects, etc., without any volume commitment to the Subcontractor at the sole discretion of PKMG.
4. **PRICING.** As full compensation for the Services required under this Subcontract, the Subcontractor shall be paid the amounts specified for the items and at the times set forth in the PKMG Pricing Matrix and in each Work-Order issued. The Subcontractor shall not be entitled to any compensation for Services performed or for reimbursement for expenditures incurred other than is set forth in PKMG Pricing Matrix, as applicable, and in each issued Work Order, except as may be mutually agreed by the parties hereto in writing prior to the performance of the Services or incurrence of the expenditure.
5. **ESTIMATES AND BIDS.** Subcontractor understands and agrees that it may be required to submit estimates and/or bids for ongoing projects and/or work as requested by PKMG. Such estimates and/or bids shall include compensation for all Services, including fees required by any governmental entity such as permit fees, materials, and labor costs. All estimates and/or bids shall be submitted on Subcontractor's letterhead. Incomplete estimates and/or bids will not be considered or accepted. In the case where a submitted subcontractor's estimate and/or bid is found to be insufficient to complete the required Scope of Work, Subcontractor must notify PKMG and submit an amended estimate and/or bid within 24 hours. PKMG may, at its sole discretion award the additional required work to a separate Subcontractor to comply with PKMG's contractual obligations, deadlines, and client requirements.
6. **PERMITS AND REGULATIONS.** During the course of performance of the Work Order, it may become necessary for the Subcontractor to obtain permits for work deemed necessary and proper to complete the work, which permits were not adequately or properly anticipated by the Subcontractor in its estimate and/or bid. Subcontractor agrees, at its expense, to obtain and pay for all additional necessary permits, fees, and licenses pertaining to the Work Order and agrees to comply with all federal, state, and local laws, ordinances, building codes and rules and regulations, and the Board of Fire Underwriters. Subcontractor shall provide PKMG copies of all permits, fee invoices, licenses, and any other document demonstrating compliance with this Section within 24 hours of Subcontractor's receipt of the same. The procurement of permits and licenses and payment of fees provided for in this Section shall be at the sole expense of Subcontractor, and will not be reimbursed by PKMG unless previously agreed upon in writing and identified in the Work Order.
7. **COMPLETION DATE; TIME IS OF THE ESSENCE.** The parties understand and agree that the Services required under this Agreement must be performed promptly upon Subcontractor's receipt of the Work Order. Therefore, Subcontractor agrees that time is of the essence with respect to performance, and Subcontractor shall complete the work on or before the Completion Date set forth in the Work Order. Subcontractor further agrees that it shall notify PKMG in writing, within 24

hours of receipt of a Work Order if Subcontractor determines that there will be any delay in the commencement or completion of the work. Said notification shall describe the reason(s) for any delay and the anticipated completion date. PKMG, in its sole discretion, may rescind the Work Order and terminate this Agreement if the reasons for delay in commencement or completion are not acceptable to PKMG. If the Subcontractor undertakes the work and fails to complete the work within the required time frame specified in the Work Order, the Subcontractor shall be in default of Its obligations under this Agreement, and PKMG may, in its sole discretion, rescind the Work Order and terminate this Agreement. To the extent that PKMG incurs additional costs in connection with rescinding the Work Order and terminating this Agreement, such additional costs may be deducted from any amounts that may be due for work performed by Subcontractor before rescission and termination. The independent contractor retains latitude to control the manner and methods of his or her work.

8. **ACCESS TO SUBCONTRACTOR RECORDS.** Subcontractor agrees to allow PKMG, its representatives, agents, and assignees, access to relevant subcontractor records for the purposes of quality control and compliance audits on an as needed basis. Subcontractor agrees to provide PKMG with all relevant records within 24 hours of a written request, (a) personally delivered to Subcontractor's Authorized Representative; (b) electronically mailed to the e-mail address of Subcontractor set forth above; or (c) overnight receipted express mail delivery to Subcontractor's Authorized Representative as set forth above. PKMG may request these records in either and electronic format, hard copies, or both.
9. **KEY PERSONNEL.** Subcontractor agrees to provide PKMG a list of Key Personnel employed by subcontractor for various technical, administrative, and management functions. This list will be the primary contacts for day to day activities as required during the performance of the Work Order.
10. **COOPERATION WITH OTHER SUBCONTRACTORS.** Subcontractor acknowledges and agrees that PKMG may use more than one subcontractor in connection with a particular property or properties. In furtherance of the timely performance required by all subcontractors involved in a particular property or properties, Subcontractor agrees to perform its work in such a manner so as not to delay any other subcontractor utilized by PKMG and to cooperate with other subcontractors engaged by PKMG to perform additional services at the subject property or properties.
11. **GENERAL OBLIGATION TO COMPLY WITH APPLICABLE LAW.** Subcontractor shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, and other governmental requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement, and Subcontractor shall obtain and maintain all permits, licenses, and consents required in connection therewith. Subcontractor acknowledges and agrees that Subcontractor is required to maintain records regarding its compliance with this Section 11 and that PKMG shall have access to all such records, in each case as set forth in further detail in Section 8 and this Section 11, subject to random inspection and evaluation by PKMG, as necessary or required. Subcontractor further agrees to comply with the Fair Labor Standards Act, and all appropriate Federal, State and local regulations concerning wages, hours, method of payment, and nondiscriminatory practices, and for the maintenance of any and all certificates of compliance necessary or required and as applicable and required.
12. **HEALTH AND SAFETY.** Subcontractor shall be responsible for compliance with all health and safety rules and regulations. Subcontractor shall indemnify, defend, and hold PKMG harmless from any and all expenses incurred by PKMG, including attorney's fees at the trial, appellate, and Bankruptcy court levels arising out of Subcontractor's failure to comply with health and safety rules and regulations.
13. **SECURITY AND CLEAN UP.** Subcontractor shall effectively secure and protect its work, and shall bear and be liable for any and all loss or damage of any kind that may occur to the work at any time prior to final completion and acceptance by PKMG. Subcontractor shall clean and/or remove all of Subcontractor's materials from the site, including dirt, debris, and rubbish created by Subcontractor in the execution of the Work Order.
14. **GUARANTEE AND WARRANTY.** In addition to any warranties required by the Work Order, Subcontractor shall guarantee its work and repair, at its own expense and at the convenience of PKMG any defects in the work or materials within 30 days from the date of completion of the Work Order. Subcontractor shall pay for all damages to the building or property resulting from defects in the work or materials and all expenses necessary to remove, replace, and/or repair any property which may be damaged during the course of performance of the repair work.

15. **CHANGES TO WORK ORDERS.** Subcontractor shall not make any changes to the Work Order. However, Subcontractor may request amended Work Orders from PKMG to reflect information and/or updates provided by PKMG during the course of performing a Work Order. PKMG will not pay for any work performed unless it is described in the Work Order or a written amended Work Order.
16. **SUPPORTING DOCUMENTATION FOR WORK PERFORMED.** In order for Subcontractor to be entitled to payment for work performed under a properly issued Work Order, Subcontractor shall submit, within 24 hours of completion, the following documentation: (a) date-stamped before and after photos of all work performed as specified by the Work Order; (b) a date stamped photo of the sign-in sheet located at the subject property; and (c) in the case of a land/lot/acreage property, a date-stamped photo of the property identifier (e.g. surveyor's stake painted bright orange with asset number written in black permanent marker), (d) any and all additional documentation as required by the Work Order (e.g. permits, certificates of completion, etc.), (e) a copy of the Work Order issued by PKMG. Failure to submit the required supporting photo and/or written documentation within 24 hours of completion may result in nonpayment of the Subcontractor's invoice.
17. **INVOICES.** Subcontractor agrees to abide by all invoicing and billing procedures as established by PKMG.
18. **DISPUTE RESOLUTION REGARDING PAYMENT AND PROHIBITION OF LIENS.** Subcontractor disputes over payment shall be initiated by notifying PKMG's Accounting Department, or as otherwise directed by PKMG, in writing of the dispute, and setting forth the nature of the dispute in as much detail as possible. Within 10 days of receipt of Subcontractor's notice of payment dispute, PKMG shall investigate the dispute, and furnish a written response to Subcontractor regarding PKMG's position, which may be nonpayment, partial payment or full payment. PKMG's position may include, but not be limited to: Subcontractor's failure to adequately document its claim, PKMG's identification of suspected duplicate transactions or fraud, Subcontractor's failure to furnish a signed statement validating the provision of Services, or Subcontractor's failure to perform the Services invoiced. PKMG may initiate a dispute over payment by notifying Subcontractor's Authorized Representative in writing of the dispute and setting forth the nature of the dispute in as much detail as possible. Within 10 days of receipt of PKMG's notice of payment dispute, Subcontractor shall investigate the dispute, and furnish a written response to PKMG regarding Subcontractor's position. In the event the parties fail to resolve the payment dispute, either party may seek redress only in the State or Federal Courts located in Miami-Dade County, Florida, as provided in Section 28 of this Agreement.

Subcontractor shall not prepare, file or record in any public record any liens, including, but not limited to, mechanic's liens, laborer's liens, worker's liens or others which impair or threaten to impair any property which is the subject of a Work Order issued by PKMG to Subcontractor. The recordation of any lien of public record in any State in which any such property is located shall be deemed and classified as a cloud on the title to such property and PKMG shall be entitled in any Court to an order rendering such lien invalid and unenforceable. Subcontractor shall be fully responsible for PKMG attorney's fees and costs in the event that such legal action becomes necessary.

19. **INSURANCE.** Subcontractor shall provide PKMG Vendor Management Department with documentation of the following insurance coverage which shall be in effect during the performance of the Work Order:

Insurance Coverage	Insurance Limit(s)
(a) General Liability Insurance, or comparable coverage naming PKMG as an Additional Insured by Endorsement	\$1,000,000 for each occurrence \$2,000,000 in the aggregate
(b) Pesticide/Herbicide Application coverage and/or Pollution coverage, as necessary or required	As required per contract guidelines
(c) Automobile Liability Insurance naming PKMG as a certificate holder and as an additional insured if a Commercial Auto Policy.	\$1,000,000 combined single limit
(d) Workers' Compensation and Employer's Liability Insurance.	Statutory Requirements as required by the State in which the work is performed by Subcontractor
(e) For WDO Contractors, Roof Contractors, Appraisers, and HPIR/PCR Inspectors naming PKMG as an Additional Insured.	\$1,000,000 in errors and omission coverage
The foregoing required insurance coverage shall further provide that the insurance will not be cancelled without 30 days' notice to PKMG.	Failure to maintain the required insurance coverage is grounds for immediate termination of this Agreement by PKMG.

Proof of insurance coverage shall be provided to PKMG in the form of a Certificate of Insurance along with the executed Subcontractor Agreement. Under no circumstances shall work begin on any project prior to PKMG receiving the Certificate of Insurance. If any policy of insurance expires or is cancelled during a current work order all work must cease and we must be provided with proof of renewal or reinstatement of any such policies. PKMG shall be named as an Additional Insured under any General Liability insurance policy held by and issued to Subcontractor. Subcontractor shall defend, indemnify, save and hold harmless PKMG, to the fullest extent permissible by law, from all loss, damage, cost, expense, and attorney's fees (including attorney's fees on appeal and for appearances in Bankruptcy Court) which PKMG may suffer or incur, including attorney's fees incurred on account of threatened litigation, arising out of the Non-performance of this Section, including but not limited to Workers' Compensation claims. Subcontractor hereby indemnifies and shall defend and hold harmless PKMG, its subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all claims, demand, liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any unauthorized access to the Software Services by Subcontractor or its Authorized Users, with the use or misuse of the Content by Subcontractor or its Authorized Users, or with any third party's claim that Subcontractor's access to or use of PKMG system is in contravention of the rights granted under this Agreement.

20. **CONFIDENTIALITY.** Subcontractor acknowledges and agrees that it may have access to and become acquainted with PKMG's trade secrets, trademarks, inventions, customer lists, accounts, services, innovations, processes and procedures, information, records, and specifications owned or licensed by PKMG and/or used by PKMG in connection with the operation of its business ("Confidential Information"). Subcontractor agrees that it will not disclose, either directly or indirectly, any of the Confidential Information to any third party. Subcontractor further agrees that it will not use the Confidential Information except in connection with Subcontractor's performance of this Agreement. All PKMG files, records, documents, blueprints, specifications, letters, notes, original artwork, furnished notebooks and similar items coming into Subcontractor's possession shall remain the exclusive property of PKMG and shall be returned to PKMG by Subcontractor upon the completion of the Work Order or earlier termination of this Agreement or upon written request from PKMG that said property be returned. Subcontractor agrees to take all necessary and reasonable steps to preserve the Confidential Information during and after the termination or expiration of this Agreement. Subcontractor further agrees that it will not disclose to any third parties the fact that Subcontractor has been retained by PKMG, without the prior written consent of PKMG.

21. **NO KICKBACKS, REBATES, REFERRAL FEES.** PKMG does not permit its subcontractors to engage in any transaction which may create a conflict of interest, or the appearance of conflict of interest, between PKMG and the Subcontractor. In particular, Subcontractor agrees not to - (a) accept or offer any payment or kickbacks from or to any PKMG employee; (b) provide undue or improperly influenced rebates; or (c) accept referral fees from any entities associated with any Work Order, including referral fees from PKMG employees.
22. **CANCELLATION.** In the event the Work Order is cancelled for any reason outside of Subcontractor's control and on account of no fault of Subcontractor, PKMG shall compensate Subcontractor for any work completed up to the date of cancellation, provided that Subcontractor furnishes to PKMG an itemized invoice of all Services performed to date. Compensation for cancelled Work Orders shall be paid according to the regular payment schedule as established by the PKMG Accounting Department. (See Section 18, DISPUTE RESOLUTION, in the event the parties cannot agree on the value of the work performed to the date of cancellation.). Also, Subcontractor agrees to reimburse PKMG for all advanced funds and/or costs incurred by PKMG upon cancellation of the Work Order.
23. **TERM and TERMINATION.**
- 23.1. Term of Agreement.** This Agreement will become effective when signed by both parties and will terminate on the earlier of:
- (a) one (1) year from effective date, or,
 - (b) the date Subcontractor completes the Services required by this Agreement, or,
 - (c) the date a party terminates the Agreement as provided in Section 23.2 below.
- 23.2 Termination of Agreement.** With reasonable cause, either PKMG or Subcontractor may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes: a material breach of this Agreement, or any act exposing the other party to liability to others for personal injury or property damage. Either party may also terminate this Agreement without cause at any time by giving thirty (30) days' written notice to the other party of the intent to terminate.
24. **NOTICES.** Any and all notices, demands, or other communications related to this Agreement shall be in writing, and shall be deemed to have been properly given if:
- (a) personal delivery to Subcontractor's Authorized Representative;
 - (b) electronically mailed to the e-mail address of Subcontractor set forth above; or,
 - (c) overnight receipted express mail delivery to Subcontractor's Authorized Representative as set forth above.
25. **NON-ASSIGNABLE.** This Agreement is not assignable without the written consent of PKMG, which consent may be withheld solely in the discretion of PKMG. A non-permissible assignment is grounds for termination.
26. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of Competent Jurisdiction (defined as the State of Federal Courts located and situated in Miami-Dade County, Florida), the remaining provisions shall continue to be valid and enforceable; it being the parties' intention that this Agreement be upheld by a court as though the offending provisions were not included.
27. **GOVERNING LAW; ARBITRATION; VENUE; PREVAILING PARTY.**
- a. This Agreement shall be governed and construed under the laws of the State of Florida without reference to its provisions as to conflicts of laws. Except as provided by this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. In each case, the arbitration will be held in Miami, Florida, conducted in English and decided by a single arbitrator unless the law requires three arbitrators. The parties agree that the arbitration may be held elsewhere, upon mutual consent of both parties. Any court having jurisdiction may enter a judgment on the arbitrator's award. Except as provided in Section 28(b), if either party commences action in any court, in violation of the arbitration requirements, then the party so commencing the action will be responsible for all expenses incurred by the parties in the arbitration and the court proceedings whether or not they are the prevailing party.
- b. Notwithstanding Section 28(a), each party hereto may bring an action for injunctive relief in any court of competent jurisdiction to enforce trademark or proprietary rights, or the restriction on use or disclosure of confidential information in order to avoid irreparable harm to such party and its affiliates.

c. Subject to the last sentence of Section 28(a), the prevailing party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief which may be awarded in the arbitration or by a court pursuant to Section 28(b).

d. The use and non-disclosure restrictions and confidentiality obligations set forth in this Agreement are in addition to any restrictions imposed upon the parties by statute, at common law, or by any other applicable law, including without limitation to any applicable trade secret law.

28. **TAXES.** The monies paid to Subcontractor hereunder are inclusive of any and all applicable sales, use, gross receipts, excise, value-added, withholding, personal property, or other similar taxes attributable to periods on or after the execution of this Agreement ("Taxes"). If any Taxes are assessed on the provision of the Services by Subcontractor to PKMG or on Subcontractor's charges to PKMG under this Agreement, however levied or assessed, Subcontractor shall bear and be responsible for and pay the amount of any such Taxes, and if applicable, shall reimburse PKMG for the amount of any such Taxes paid by PKMG. Except as otherwise expressly provided herein, each party shall pay all taxes and legal, accounting, and other expenses incurred by such party in connection with the negotiation, execution, and performance of this Agreement.

29. **INDEMNIFICATION.** Subcontractor agrees to indemnify, hold harmless and, at PKMG's option, defend PKMG and its affiliates, and their respective directors, officers, employees, contractors, and agents (the "PKMG Indemnified Parties") from all liabilities, damages, fees, fines, penalties, and claims of any kind, costs of suit, settlements, judgments, and any other expense (including attorney's fees) to which any of the PKMG Indemnified Parties may be subjected, arising out of or in connection with:

29.1 the acts or omissions of Subcontractor, its agents or any Subcontractor employee;

29.2 any action, suit, claim, or legal, administrative, arbitration, governmental or other proceeding or investigation initiated by or on behalf of any Subcontractor employee based on a theory that any of the PKMG Indemnified Party is an employer or joint employer of such Subcontractor employee, including any action, suit, claim, or legal, administrative action, arbitration, governmental or other proceeding or investigation (a) for unlawful discrimination of any kind, or, (b) under federal or state law for violation of wage or overtime laws;

29.3 any action, suit, claim, or legal, administrative, arbitration, governmental or other proceeding or investigation initiated by or on behalf of any Subcontractor employee for damages to property or bodily injury (including death);

29.4 any failure by Subcontractor to obtain and maintain the insurance coverage required under Section 19.

30. **NOTICE OF SITUATION.** If Subcontractor becomes aware of a situation where it has failed to comply with its obligations hereunder (or is likely to do so) Subcontractor shall promptly inform PKMG in writing of such situation, the impact or expected impact of such situation, and Subcontractor's action plan to minimize or eliminate the impact of such situation. This is intended to include all provisions contained within this Agreement including, but not limited to the provision of Section 30.

31. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party pursuant to Paragraph 24 above. This notice shall describe with sufficient detail the nature of the default.

(a) The party receiving such notice shall have 10 working days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

- (b) **Dispute\Audit Process.** A Dispute shall be defined as an event where the validity of the transaction itself is in question specific to whether the transaction actually occurred or was the result of an assignment by a valid PKMG representative.
- (i) Subcontractor disputes shall be initiated by contacting PKMG representative in writing through electronic or mail submission designated for account questions.
 - (ii) Disputes reasons shall include but not limited to - suspected duplicate Transactions, suspected fraud, a request to validate signature on assigned services, improper adherence to PKMG policy and procedure, lack of supporting documentation for completed services or questionable transaction activity.
- (c) A Subcontractor dispute shall only be accepted by PKMG when initiated by the PKMG representative on record. A Subcontractor dispute must be received within ten (10) days of the receipt of the PKMG billing contact's dispute designated for account questions.
- (d) When proactively researching potential PKMG dispute issues, Subcontractor may issue a request to PKMG, which shall be subject to the same process for resolution as a dispute initiated by a PKMG billing contact.
- (e) If the Subcontractor is unable to provide a written response within the ten (10) Day window, the transaction shall be considered invalid and a systematic chargeback to the Subcontractor will occur. If the Subcontractor is able to supply sufficient proof of completed Services no later than the expiration of the ten (10) day window, the chargeback will be reversed and the disputed amount will be reapplied to the account.
- (f) In the event the dispute is found in PKMG's favor, the disputed transaction shall be permanently removed from the account as an amount due.
- (g) PKMG representative will clear dispute liabilities in accordance with the timeframes, which normally shall not exceed ninety (90) days from the central processing date.

32. **NO EXCLUSIVITY, SUBCONTRACTORS AND GEOGRAPHIC INTEGRITY.** This Agreement is not exclusive. PKMG reserves the right to engage other Subcontractors to perform similar Services within the Subcontractor's geographic area, and Subcontractor reserves the right to perform similar services to third parties. To ensure that Subcontractor maintains control over the quality and training of its Personnel and to ensure the effective communication of applicable standards and Work-Orders to the extent that the Subcontractor elects to use subcontractors, only one layer of subcontracting is permitted, absent written authorization from PKMG. In addition, to preserve the integrity of geographic zones selected by Subcontractor and by PKMG's other vendors, Subcontractor agrees not to serve as a subcontractor for another contractor of PKMG within any of the same geographic zones in which Subcontractor is providing Services unless expressly agreed to by PKMG. Subcontractor shall require all of its subcontractors to agree to be bound by provisions substantially identical to those included in this Agreement, specifically including those relating to the indemnification of PKMG and its affiliates, treatment of confidential information, liens, and background checks. The retention of a vendor by Subcontractor shall not relieve Subcontractor of any of its obligations under this Agreement. Work-Orders accepted by Subcontractor remain the primary responsibility of Subcontractor, regardless of whom Subcontractor decides to engage to perform the Services.

33. **AMENDMENT.** This Agreement may be modified or amended only by a written agreement signed by the parties.

34. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties. There are no other agreements, promises, or conditions, whether oral or written, concerning the subject matter of this Agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties.

By: _____
(Signature of Authorized Subcontractor Representative)

By: _____
(Signature of Authorized PKMG Representative)

Printed Name

Printed Name

Date Signed

Date Signed

Initials (Subcontractor)

Initials (PKMG)

PKMG NATL SUBCONTRACTOR AGREEMENT 02.2022

ATTACHMENT A

(Select One of the Following)

Property Preservation and Inspection - Scope of Work

The Subcontractor shall perform property preservation and/or inspection services in accordance with the Preservation and Inspection Vendor Statement of Work (made a part of this agreement by reference) and in accordance with the work orders issued to the Subcontractor. Supporting documentation includes corresponding time and date stamped photographs of the property and services performed as described in this Statement of Work.

Pricing

The Subcontractor and PKMG will agree, prior to the issuance of a work order, to a price per service as listed in the Preservation and Inspection Vendor Statement of Work. The Subcontractor shall perform and deliver to PKMG the services at the agreed upon price and within the time frames as reflected in the Work Order and the Preservation Vendor and Inspection Statement of Work issued by PKMG.

Subcontractor has acknowledged receipt of the Preservation Vendor and Inspection Statement of Work as described herein.

Subcontractor will upload supporting documentation into PKMG's property preservation system, as required by this Statement of Work and by the Preservation Vendor Statement of Work.

Environmental Services - Scope of Work

(Inspection, Treatment, Stabilization, Abatement) for Mold, Lead Based Paint Stabilization, Methamphetamine Testing and Remediation, CERCLA compliance, Phase I/II ESA, Well/Septic Testing and/or Repairs, etc. The Subcontractor shall perform Environmental Services in accordance with the Subcontractor's Scope of Work and in accordance with the work orders issued to the Subcontractor.

Subcontractor shall upload supporting documentation, including appropriate reports as necessary or required, into PKMG's REAMView system, as required by this Statement of Work and by the PKMG Environmental Department. Supporting documentation includes corresponding time and date stamped photographs of the property and services performed as described in the Statement of Work.

Pricing:

The Subcontractor and PKMG will agree, prior to the issuance of a work order, to a price per service in accordance with the Subcontractor's Scope of Work. The Subcontractor shall perform and deliver to PKMG the services at the agreed upon price and within the time frames as reflected in the Work Order issued by PKMG.

Subcontractor has acknowledged receipt of the Preservation Vendor and Inspection Statement of Work as described herein.

[] Termite/WDO (Wood Destroying Organisms) Inspection - Scope of Work

The Subcontractor shall perform and deliver to PKMG a Termite and/or Wood Destroying Organisms (WDO) inspection within three (3) business days of receipt of work order issued by the PKMG/FASC (Field Asset Services Coordinator). Said inspection will include an estimate/bid for treatment as required to obtain a clearance letter*.

**If the property is located in a jurisdiction, that mandates sectioned Termite and/or Wood Destroying Organisms (WDO) reports, the Subcontractor will provide in addition to the inspection, an estimate/bid to treat and affect all repairs necessary to clear all Section 1 items.*

The report will be delivered as directed by the PKMG/FASC. All inspection reports will be submitted in the required form as mandated by state or local jurisdiction.

Licensed and/or certified pest control technicians shall perform all inspections.

For properties, which require a Termite and/or a WDO inspection, the Subcontractor may be required to provide a current Termite/WDO clearance letter prior to closing if requested by the PKMG/FASC. In some areas this will require a re-inspection no earlier than thirty (30) days prior to closing. The Subcontractor will perform and deliver the re-inspection within two (2) business days of receipt of work order issued by the PKMG/FASC (Field Asset Services Coordinator).

Termite/WDO (Wood Destroying Organisms) Treatment - Scope of Work

The Subcontractor shall perform Termite and/or Wood Destroying Organisms (WDO) treatment as required and deliver to PKMG a Termite and/or Wood Destroying Organisms (WDO) clearance letter and/or warranty within the time frame specified on the work order issued by the PKMG/FASC (Field Asset Services Coordinator).

Pricing (Termite/WDO Treatment)

The Subcontractor and PKMG will agree, prior to the issuance of a work order, to a price in writing for the referenced service. The Subcontractor shall perform and deliver to PKMG the services at the agreed upon price and within the time frames as reflected in the Work Order.

Subcontractor has acknowledged receipt of the Preservation Vendor and Inspection Statement of Work as described herein.

Subcontractor will have three (3) business days from Work Order issuance to complete assigned Termite/WDO inspection and upload supporting documentation into PKMG's property preservation system, REAMSVIEW. Supporting documentation includes the Termite and/or Wood Destroying Organisms Inspection Form as required by applicable state law in the jurisdiction where the subject assigned property is found and corresponding time and date stamped photographs of the property.