

# GLOBAL TERMS & CONDITIONS

## Work Order Terms:

- Contractor shall provide the Services set forth in a Work Order received from Company. Any sketches, drawings, specifications or other documents referenced in a Work Order shall form an integral part of such Work Order.
- A Work Order which is labeled "Bid Request", "RFP" or equivalent and is issued with a Not to Exceed ("NTE") of \$0 shall be treated as a Request for Proposal, only. No amounts shall be invoiced against such a bid request.
- Upon acceptance by Company of a Bid Request or RFP, Contractor must provide a firm work schedule, including the date and time work will commence. If the work will span multiple days, a milestone schedule shall be provided. TIME IS OF THE ESSENCE with respect to Contractor's performance herein. Contractor must immediately advise Company if they will not fulfill their commitment.
- Contractor must immediately contact Company if they are refused entry to a Service Site.
- Where Contractor attempts to perform scheduled evening services during business hours, and is refused entry, Contractor is expected to return to commence work as scheduled. No additional compensation will be approved.

## Payment Terms & Requirements

- Standard payment terms shall be Net 45 from receipt of Contractor's invoice, sign-off sheet and any required photos. Optional accelerated discounted terms are available through submission of a Quick Pay Authorization Form.
- Payment will be issued contingent upon the completion and receipt of the following documents:
  - Completed and signed W-9 Form (US contractors only) or W-8 Form (all others)
  - Signed Independent Contractor Agreement
  - Insurance coverage documentation as detailed in Exhibit A to the Independent Contractor Agreement.

***Listed below are the procedures that must be followed in order for prompt payment.***

## Invoice Requirements:

- Invoice must be submitted to Company no more than five (5) business days after Contractor's completion of the work.
- Invoice must have a clear description of work performed
- Invoice must have a breakdown of charges:
  - Labor: Number of techs, number of hours, and hourly rate
  - Material: Description, quantity, and cost per unit
  - Equipment or Miscellaneous charges: Description and amount charged
- Invoice must reference the Purchase Order or Work Order number on the invoice. Invoices which do not refer to a valid Purchase Order or Work Order cannot be processed for payment.
- Invoice cannot exceed the NTE stated on the Work Order. Contractor shall only be paid for work which was previously authorized via a valid written Purchase Order or Work Order. Contractor shall not perform additional work, client change requests, exceed the NTE, or in any other way amend or change the scope of work absent an approved Change Order.

## Check in/Check out, Signoff and Other Requirements:

- Check in and check out is **required** using either IVR or the Service Channel GPS application on technician's mobile device, as applicable and stated in each Work Order.
- Failure to check in/check out via IVR or GPS app - Company reserves the right to not pay (or potentially levy penalties against) Contractor's invoice(s) for services for repeated failures to check in and/or check out or if a client disputes services and services are not verifiable due to Contractor's failure to properly utilize IVR or GPS.
- Signoff sheets are provided by Global for each service appointment and are to be completed for each Work Order other than those using the Service Channel GPS application.
- Signoff sheet must be updated with description of work completed.
- Signoff sheet must indicate if repair is complete, or if additional work is needed.
- Signoff sheet must have the location manager signature, printed name and the store stamp.
- If specified on a Work Order, you must include on the signoff:
  - Date of service with hours onsite, in accordance with IVR check in/out times.
  - Before and after photos
- Failure to properly execute the required check in/check out procedures and provide the required photos may result in a penalty or non-payment for the service.

# GLOBAL SUPPLEMENTAL TERMS TO INDEPENDENT CONTRACTOR AGREEMENT

Global Facility Management & Construction, Inc. ("Company") and you ("Contractor") are parties to an Independent Contractor Agreement (the "ICA") pursuant to which Company engaged Contractor to perform the Services set forth in each Work Order. These Supplemental Terms are a part of, and are incorporated into, the ICA. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the ICA.

## **1. Restrictive Covenants – Confidentiality/Non-solicitation.**

(a) During the term of the ICA, Contractor will have access to and become acquainted with information or material (whether in oral, written, graphic, electronic, or other form, and whether or not stamped "Confidential") of or regarding Company or its business including, but not limited to, (i) trade secrets, technologies, inventions, studies, research and development activities, proposals and submissions, business, financial, operational, technical and marketing information, processes, drawings, specifications, programs, pricing, models, projections, data, analyses, projections, methods, techniques, ideas, know-how, developments, designs, improvements, software programs, plans, policies, strategies, customers, suppliers, and distributors (including lists thereof and information with respect to such parties), and other valuable business information and opportunities, (ii) any and all information or materials of any third party (including, without limitation, Clients and Owners) which Company is obligated to keep confidential, and (iii) all analyses, compilations, forecasts, studies and other material relating to the foregoing or any portion thereof (collectively, the "Confidential Information"). The term "Confidential Information" shall not include information that is or becomes generally available to the public other than as a result of the disclosure by Contractor or any Contractor Party in violation of these Supplemental Terms, or at the time of disclosure was already known by Contractor on a non-confidential basis as evidenced by Contractor's prior written records.

(b) Contractor agrees and covenants that it will not (and will cause each Contractor Party not to) at any time, either during or after the term of the ICA, in any fashion, form or manner, either directly or indirectly, (i) use the Confidential Information other than as needed to provide the Services, or (ii) divulge, publish, disclose or communicate to any person, firm or company in any manner whatsoever, any Confidential Information without the express written permission of Company. In addition, Contractor shall (and shall cause each Contractor Party to) protect the Confidential Information with the same degree of care with which it protects its own information of like importance that it does not wish to disclose, but not less than reasonable care. Contractor acknowledges and agrees that the sale or unauthorized use of any of Confidential Information constitutes unfair competition, a violation of trade secret Laws and a material breach of the ICA.

(c) Contractor recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that would result to Company if Confidential Information or any part thereof is disclosed to any third party or used in violation of these Supplemental Terms. Therefore, if Contractor or any Contractor Party becomes legally compelled to disclose Confidential Information, Contractor shall (or shall cause the applicable Contractor Party to) provide Company with prompt notice so that Company may seek a protective order or other appropriate remedy; and if such protective order or other remedy is not obtained, Contractor shall (or shall cause such applicable Contractor Party to) furnish only that portion of the Confidential Information which it (or such Contractor Party) is advised by written opinion of its legal counsel that it is legally required to provide and will use every reasonable effort to obtain confidential treatment for such Confidential Information.

(d) Contractor agrees that during the term of the ICA and for the one-year period thereafter, it shall not (and it shall cause each Contractor Party not to), directly or indirectly:

(i) solicit, induce, recruit or encourage (or attempt to solicit, induce, recruit or encourage) any Client, customer, supplier, employee (full-time or part-time), consultant, or other business relation of Company (or any person or entity that was a Client, customer, supplier, service provider or other business relation of Company within the one-year period prior to such solicitation, inducement, recruitment or encouragement) for the purpose of, or with the effect of, (A) interfering with, disrupting, impeding, adversely modifying, or terminating such person's or entity's relationship with Company, or (B) with respect to any Client, establishing a relationship within the scope of the Business; provided, however, (x) nothing contained above shall prohibit general

advertising or solicitation not specifically directed at such persons or entities, and (y) Section (B) above shall not restrict Contractor from providing services to Clients through a facility maintenance company that is not an Affiliate of Contractor and is not an Affiliate of any spouse, sibling, parent, child, or grandchild of an Affiliate of Contractor; or

(ii) contact, approach or solicit any person for the purpose of offering employment to or hiring (whether as an employee, consultant, agent, independent contractor or otherwise), or actually hire any person then employed by Company or who was employed by Company at any time during the one-year period immediately prior to such contact, approach or solicitation, without the prior written consent of Company; provided, however, nothing contained above shall prohibit general advertising or solicitation not specifically directed at employees of Company provided that no such person is hired in violation of the restrictions set forth above.

(e) Contractor acknowledges and agrees that (i) the restrictions contained in this Section 1 are fair and reasonable, do not place any undue hardship on Contractor, are reasonably required for the protection of the goodwill, the business, and the interests of Company, and are material inducement to Company's willingness to enter into the ICA; (ii) the potential harm to Company of its non-enforcement of such restrictions outweighs any harm to Contractor of its enforcement by injunction or otherwise; (iii) Contractor has carefully read these Supplemental Terms and has given careful consideration to the restraints imposed upon Contractor herein, and is in full accord as to their necessity, and (iv) Contractor will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 1 (but, for clarity, may challenge whether such covenants have been breached), and (without limiting its indemnification obligations under the ICA or the rights and remedies of Company) will reimburse Company for all costs (including reasonable attorneys' fees) incurred by Company if Contractor or any Contractor Party challenges the enforceability of any of the provisions of this Section 1.

(f) It is the desire and intent of the parties that the provisions of Section 1 shall be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of Section 1 shall be adjudicated to be invalid, illegal, or unenforceable in a particular jurisdiction, (i) such invalidity, illegality or unenforceability shall not affect the operation of such provision in any other jurisdiction, and shall not affect any other provisions of

this Section 1, and (ii) such provision will not be construed to be null, void and of no effect in such jurisdiction, but instead a court of competent jurisdiction will construe, interpret, reform or judicially modify such provision to be valid, legal and enforceable to the maximum extent permitted by applicable Law in such jurisdiction, and Contractor hereby consents and agrees that such provision may be so judicially modified in any proceeding brought to enforce such restriction.

(g) In the event of a breach or threatened breach of the provisions of this Section 1, (i) Company would be irreparably and immediately harmed and could not be made whole by monetary damages, and (ii) Company shall be entitled to an injunction, specific performance, and such other equitable relief as may be necessary to enforce the restrictions contained herein, and no bond, other security or proof of special damages shall be required in connection therewith. Nothing herein contained shall be construed as prohibiting Company from pursuing any other remedies available for such breach or threatened breach or any other breach of the Supplemental Terms.

## **2. No Promotion.**

Contractor agrees that it will not, without prior written consent of Company (a) use in advertising, publicity or otherwise the name of Company, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof, owned by Company or any Client or Owner, or (b) represent, directly or indirectly, that any product or any service provided by Contractor has been approved or endorsed by Company or any Client or Owner.

## **3. Audit.**

During the term of the ICA and for the three-year period thereafter, Contractor shall (and shall cause its subcontractors to) (a) maintain at its premises complete and accurate records relating to the ICA, the Work Orders and the Services (collectively, the "Records"), (b) permit Company or any of its representatives to enter such premises at all reasonable times during business hours, on not less than three Business Days' notice, to inspect, examine and copy the Records, and (c) permit the examination of the Records by Clients or their representatives as necessary to facilitate Company's compliance with its obligations to such Clients.

## **4. Survival.**

These Supplemental Terms shall survive the expiration or termination of the ICA and each Work Order.