

- GLOBAL SUPPLEMENTAL TERMS TO INDEPENDENT CONTRACTOR AGREEMENT

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.