

## Network Membership Agreement

This Network Membership Agreement is between you, \_\_\_\_\_, a qualified individual technician (“you”) and SOS Team LLC, a Florida limited liability company (“Company”). The Company operates a network (“Network”) and web site proposing emergency home repair and maintenance services in areas such as electricity, plumbing, air conditioning, household appliances, carpentry, painting and similar (“Services”) to customers of the Network (“Network Customers”).

1. Your Agreement to Provide Services. As a Member of the SOS Team LLC Network of technicians you agree to carry out the work for which you are licensed for Network Customers as and when requested by the Company.
2. Specific Services You will Provide. The specific Services for which you are qualified is indicated on the membership application you submitted to the Network.
3. Your Professional Licenses; Training. You agree to maintain in force all necessary licenses, permits, approvals and authority for the Services to be performed and to immediately inform the Network in the event any of same are revoked or no longer valid or if you are the subject of disciplinary measures. Likewise you agree to maintain the appropriate and current level of training, expertise and experience to provide Services in a professional manner with due skill, care and diligence and to maintain high standards of professionalism, service and courtesy.
4. Professional Standards to be Observed.
  - 4.1 You shall accomplish the Services for Network Customers using the highest professional standards of the trade, and, to the best of your technical ability, you shall endeavor to finish all work undertaken as quickly and competently as feasible under the circumstances.
  - 4.2 You agree that you may be subject to certain background checks by the Company from time to time in order to qualify to provide and remain eligible to provide Services hereunder.
  - 4.3 You acknowledge that the Company reserves the right at any time in Company’s sole discretion, to cancel your membership in the Network if you fail to meet the requirements set forth in this Agreement.
5. Availability. You shall use your best efforts to be available on an emergency basis to render Services to Network Customers and shall keep Company informed of any foreseeable interruptions in your availability.
6. Unusual Difficulties. If you encounter unusual difficulties with respect to Services to be rendered to a Network Customer, you shall immediately inform the Company. If it turns out that owing to circumstances at the work site, the Service(s) cannot be rendered, you shall inform Company but shall not be entitled to an indemnification in connection with the failed Service Order.

7. Procedure for Rendering Services.

7.1 The Company will contact you by telephone or text message and provide you with the details of each service order ("Service Order") Company receives from a Network Customer.

7.2 You will immediately accept or decline the service order. If you accept, you shall proceed as soon as reasonably possible to the address of the Network Customer and carry out the Service or Services requested.

7.3 You acknowledge that once you have accepted a Service Order, the Company may provide information about you to the Network Customer including your license and contact information.

7.4 When rendering services to Network Customers, you agree to wear the SOS Team uniform that the Company shall supply you with. You agree (a) to clean the uniform after each Service intervention; (b) to maintain a reasonable standard of personal hygiene; and (c) to maintain your service vehicle in a clean condition.

8. Your Professional Obligations. As between the Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each Service; and (b) you shall provide all necessary equipment, tools and other materials, at your expense, necessary to perform such Service.

9. Your Relationship with Network Customers. You acknowledge and agree as follows regarding your relationship with Network Customers:

9.1 Your provision of Services to Network Customers creates a direct business relationship between you and the Network Customer.

9.2 The Company is not responsible or liable for the actions or inactions of a Network Customer in relation to you or your activities.

9.3 You shall have the sole responsibility for any obligations or liabilities to Network Customers or third parties that arise from your rendering of Services.

9.4 You are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility laws) regarding any acts or omissions of a Network Customer or third party

9.5 The Company may provide your contact and/or insurance information to a Network Customer upon such Network Customer's reasonable request.

10. Your Relationship with the Company. You acknowledge and agree as follows with respect to your relationship with the Company:

10.1 The Company's referral to you of Network Customer Service Orders creates a direct business relationship between the Company and you.

10.2 The Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement and specifically in connection with your provision of technical Services.

10.3 You retain the option to accept or to decline a Service Order, it being understood however that you will use your best efforts to be available to perform the Services pursuant to such Service Orders.

10.4 Company shall have no right to require you to display the Network logo or colors on your vehicle(s).

10.5 You shall have complete discretion to provide services or otherwise engage in other business or employment activities, subject to your obligation not to independently provide services similar to the Services hereunder to Network Customers and not to work for any company using a business model similar to the Network.

10.6 For the sake of clarity, you understand that you retain the complete right to engage in any other occupation or business subject to the non-competition provisions of this Agreement.

11. Ratings. You acknowledge that Network Customers will be asked to rate your performance of the Services confided to you based on their satisfaction or not with your work. You further acknowledge that in the event your ratings fall below a minimum average acceptable rating established by the Company (as may be updated by the Company from time to time in its sole discretion), the Company will provide you a reasonable time to improve, and if you fail to do so, the Company may cancel this Agreement and your membership in the Network.

12. Financial terms.

12.1 You agree to charge the Company for the Services you perform in accordance with the schedule attached as **Schedule A** ("**Service Charge**").

12.2 Once you have analyzed the actual work to be done, you will forward to the Company any necessary modification of the Service Charge for the specific work order.

12.3 The Company will bill the Service Charge (as potentially modified under subsection 12.2) to the Network Customer and remit to you no later than five (5) days after receipt of the Network Customer's payment to the Company the amount of the Service Charge less the Company's Service Fee as defined below.

12.4 In consideration of the Company's referral to you of work pursuant to Service Orders, you agree to pay Company a service fee on a per Service Order transaction basis calculated as a percentage of the Service Charge as provided to you via email or otherwise made available electronically by Company from time to time ("**Service Fee**"). Initial Services Fees shall be as

provided in **Schedule A**. In the event taxes are to be paid calculated on the Service Charge, the Company shall calculate the Service Fee based on the Service Charge net of taxes.

12.5 The Company reserves the right to change the Service Fee at any time in Company's discretion based upon local market factors, and the Company will provide you with notice in the event of such change. Your continued acceptance of work pursuant to Service Orders after any such change in the Service Fee shall constitute your consent to such change.

12.6 You appoint Company as your limited payment collection agent solely for the purpose of accepting the Service Charge invoiced by the Company.

12.7 You agree that payment made by the Network Customer to the Company shall be considered the same as payment made directly by the Network Customer to you.

12.8 You acknowledge and agree that Network Customers may elect to cancel Service Orders that have been accepted by you at any time prior to your arrival at the work site. In the event a Network Customer cancels an accepted Service Order, Company may charge the Network Customer a cancellation fee ("**Cancellation Fee**") on your behalf, and if charged, this Cancellation Fee shall be deemed the Service Charge for the cancelled Service Order for the purpose of remittance to you hereunder.

12.9 You acknowledge and agree that (a) for the mutual benefit of the parties, through advertising and marketing, Company may seek to attract new Network Customers to the Network and to increase existing Network Customers' use of the Company's web site; and (b) such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

12.10 You acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Services hereunder.

### 13. License Grant; Restrictions.

13.1 Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, no-sublicensable, non-assignable license to participate in and benefit from the Network. All rights not expressly granted to you are reserved by the company.

13.2 You shall not improperly use the Network system or Network web site or mirror it on any other web site, and specifically you shall not design or develop a competitive or substantially similar service or system or copy or extract any features, functionality or content of the Network system. You shall not attempt to gain unauthorized access to the Network web site or its related systems or networks.

### 14. Ownership of Intellectual Property.

14.1 The Network system, including all intellectual property rights therein are and shall remain (as between you and the company) the property of Company.

14.2 Other than as specifically permitted by the Company in connection with your participation in the Network, you are not permitted to use or reference in any manner Company's names, logos and service names, trademarks, service marks, copyrights or other indicia of ownership and you agree not to try to register or otherwise use and/or claim ownership in any of the Company's Network marks and names.

15. Confidentiality.

15.1 Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("***Confidential Information***"). Confidential Information includes Company data, Network Customer Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

15.2 Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("***Permitted Persons***") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).

15.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

17. Insurance.

17.1 You agree to remain licensed, bonded and insured (where required by law) during the term of this Agreement.

17.2 Your insurance shall include all coverage required by your license, and at a minimum general liability insurance, license bonds and permit bonds, general liability insurance,

professional liability insurance, property damage, workman's compensation insurance if applicable, and in Company's reasonable discretion, umbrella and excess liability coverage.

17.3 Company may maintain during the term of this Agreement insurance related to your provision of Services to Network Customers, as determined by Company in its reasonable discretion, provided that Company is not required to provide you with any specific insurance coverage for any loss to you or your vehicle(s) or tools. You are required to promptly notify Company of any accidents that occur while providing Services and to cooperate and provide all necessary information related thereto.

18. Representations, Warranties and Covenants.

18.1 **By You.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide Services pursuant to this Agreement, and services to third parties in your territory of activity generally.

18.2 **Disclaimer of Warranties.** COMPANY PROVIDES, AND YOU ACCEPT, THE NETWORK MEMBERSHIP ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR NON-INFRINGEMENT) THAT YOUR ACCESS TO OR USE OF THE NETWORK MEMBERSHIP: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR SERVICES. COMPANY FUNCTIONS AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE NETWORK CUSTOMERS WHO MAY REQUEST OR RECEIVE SERVICES FROM YOU, AND COMPANY DOES NOT SCREEN OR OTHERWISE EVALUATE NETWORK CUSTOMERS. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH NETWORK PARTICIPATION. NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM NETWORK CUSTOMERS ON YOUR BEHALF AS SET FORTH ABOVE, COMPANY EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY NETWORK CUSTOMER OR OTHER THIRD PARTY.

18.3 **No Service Guarantee.** COMPANY DOES NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE NETWORK WEB SITE. YOU ACKNOWLEDGE AND AGREE THAT THE NETWORK MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC

COMMUNICATIONS, AND COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, SERVICE FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS

19. Indemnification

19.1 You shall indemnify, defend (at Company's option) and hold harmless Company and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Network Customers, regulators and governmental authorities) directly or indirectly related to your provision of Services or use of the Network system.

19.2 This indemnification provision shall not apply to your breach of any representations regarding your status as an independent contractor.

20. Limits of Liability.

COMPANY SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 12 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO COMPANY HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

21. Term and Termination.

21.1 **Term.** This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

21.2 **Termination.** Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Company may terminate this Agreement or deactivate your Network membership immediately, without notice, with respect to you in the event you no longer

qualify, under applicable law or the standards and policies of Company, to provide Services or as otherwise set forth in this Agreement

21.3 **Effect of Termination.** Upon termination of the Agreement, you shall return to Company the clothing provided to you in connection with your Network participation.

21.4 Outstanding payment obligations and Sections 1, 9 (Your Relationship with Network Customers), 12.10 (Taxes), 14 (Ownership), 15 (Confidentiality), 189 (Representations warranties and Covenants), 19 (Indemnification), 20 (Limits of Liability), 21.3 (Effect of Termination), 22 (relationship of the parties), and 23 (Miscellaneous) shall survive the termination of this Agreement.

22. Relationship of the Parties (Independent contractor; no partnership)

22.1 Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from Network Customers on your behalf, the relationship between the parties under this Agreement is solely that of independent contracting parties. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you.

22.2 You have no authority to bind Company and you undertake not to hold yourself out as an employee, agent or authorized representative of Company. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

23. Miscellaneous

23.1 **Modification.** In the event Company modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Company reserves the right to modify any information referenced on the Network web site from time to time. You hereby acknowledge and agree that, by participating in the Network system, you are bound by any future amendments and additions to information on the web site. Continued use of the Network participation after any such changes shall constitute your consent to such changes.

23.2 **Supplemental Terms.** Supplemental terms may apply to your participation in the Network, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("Supplemental Terms"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

23.3 **Severability.** If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

23.4 **Assignment.** Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an affiliate; or (b) to an acquirer of all or substantially all of Company's business, equity or assets.

23.5 **Entire Agreement.** This Agreement, including all Supplemental Terms if any, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "*such as*", "*including*" and "*include*" mean "*including, but not limited to.*"

23.6 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

23.7 **Notices.** Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the Network Web site available to you. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at <http://sosteam.us> in the "Contact Us" section.

## 24. Governing Law

24.1 The interpretation of this Agreement shall be governed by Florida law, without regard to the choice or conflicts of law provisions of any jurisdiction.

24.2 Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Network participation and Services shall be subject to the exclusive jurisdiction of the state and federal courts located in the City of Miami and County of Miami-Dade, Florida.

**SCHEDULE "A"**

**Charges for Typical Services in Area of Specialization:**

**Specific Task:**

**Fixed Charge:**

**Hourly rate for excess work required:**

Normal:

Emergency:

**Service Fee:** \_\_\_\_\_ %