

## **Subcontractor Agreement**

This Agreement is made between WISE Building Technologies ("Contractor") and All Subcontractors, Companies and/or Individuals performing work for WISE Building Technologies or registered as Subcontractors at <https://www.wisebt.com/Subcontractor-registration> ("Subcontractor").

### **1. Services to Be Performed**

Subcontractor agrees to perform the services described in the Work Order or Service Order form, provided by WISE Building Technologies, which will be delivered hard copy or sent via email, prior authorizing the Subcontractor to perform any work.

### **2. Payment**

Subcontractor shall be paid within a reasonable time after Subcontractor submits an invoice to Contractor. The invoice should include the following: an invoice number, the dates covered by the invoice, a summary of the work performed, pictures, and reference to the Work Order or Service Order.

### **3. Expenses**

Subcontractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Subcontractor hires to complete the work under this Agreement.

### **4. Vehicles and Equipment**

Subcontractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement.

### **5. Independent Subcontractor Status**

Subcontractor is an independent contractor, and neither Subcontractor nor Subcontractor's employees or contract personnel are, or shall be deemed, Contractor's employees. In its capacity as an independent contractor, Subcontractor agrees and represents, and Contractor agrees, as follows:

- Subcontractor has the right to perform services for others during the term of this Agreement.
- Subcontractor has the right to hire employees to provide the services required by this Agreement.
- Subcontractor's employees or contract personnel shall be required to wear any uniforms provided by Contractor.
- The services required by this Agreement shall be performed by Subcontractor, Subcontractor's employees, or contract personnel, and Contractor shall not hire, supervise, or pay any assistants to help Subcontractor.

- Neither Subcontractor nor Subcontractor's employees or contract personnel shall receive any training from Contractor in the professional skills necessary to perform the services required by this Agreement.
- Neither Subcontractor nor Subcontractor's employees or contract personnel shall be required by Contractor to devote full time to the performance of the services required by this Agreement.

#### **6. Business Licenses, Permits, and Certificates**

Subcontractor represents and warrants that Subcontractor and Subcontractor's employees, and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

#### **7. State and Federal Taxes**

Contractor will not:

- withhold FICA (Social Security and Medicare taxes) from Subcontractor's payments or make FICA payments on Subcontractor's behalf
- make state or federal unemployment compensation contributions on Subcontractor's behalf, or
- withhold state or federal income tax from Subcontractor's payments.

Subcontractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Subcontractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Subcontractor shall provide Contractor with proof that such payments have been made.

#### **8. Fringe Benefits**

Subcontractor understands that neither Subcontractor nor Subcontractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Contractor.

## **9. Unemployment Compensation**

Contractor shall make no state or federal unemployment compensation payments on behalf of Subcontractor or Subcontractor's employees or contract personnel. Subcontractor will not be entitled to these benefits in connection with work performed under this Agreement.

## **10. Workers' Compensation**

Contractor shall not obtain workers' compensation insurance on behalf of Subcontractor or Subcontractor's employees. If Subcontractor hires employees to perform any work under this Agreement, Subcontractor will cover them with workers' compensation insurance to the extent required by law and provide Contractor with a certificate of workers' compensation insurance before the employees begin the work.

## **11. Insurance**

Contractor shall not provide insurance coverage of any kind for Subcontractor or Subcontractor's employees or contract personnel. Subcontractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Subcontractor's employees), leased, or hired vehicles -- in the minimum amount of (matching Contractor's insurance coverage limits) combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of (matching Contractor's insurance coverage limits) combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Subcontractor shall provide Contractor with proof of this insurance and with proof that Contractor has been made an additional insured under the policies.

## **12. Indemnification**

Subcontractor shall indemnify and hold Contractor harmless from any loss or liability arising from performing services under this Agreement.

## **13. Term of Agreement**

This agreement will become effective when Subcontractor, its legal representative or registered agent completes the Subcontractor Registration form at <https://www.wisebt.com/Subcontractor-registration> and will terminate on the earlier of:

- the date Subcontractor completes the services listed on its Work Order or Service Order.
- the date a party terminates the Agreement as provided below.

## **14. Terminating the Agreement**

With reasonable cause, either Contractor or Subcontractor may terminate this Agreement, upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

### **15. Exclusive Agreement**

This is the entire Agreement between Subcontractor and Contractor.

### **16. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

### **17. Resolving Disputes**

If a dispute arises under this Agreement, any party may take the matter to a Miami-Dade court.

### **18. Confidentiality**

Subcontractor acknowledges that it will be necessary for Contractor to disclose certain confidential and proprietary information to Subcontractor in order for Subcontractor to perform duties under this Agreement. Subcontractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Contractor. Accordingly, Subcontractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Contractor without Contractor's prior written permission except to the extent necessary to perform services on Contractor's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Contractor for Subcontractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Contractor makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Contractor about whom Subcontractor gained knowledge as a result of Subcontractor's services to Contractor.

Upon termination of Subcontractor's services to Contractor, or at Contractor's request, Subcontractor shall deliver to Contractor all materials in Subcontractor's possession relating to Contractor's business.

Subcontractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Contractor for which damages would be an inadequate remedy. Therefore, Contractor shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Contractor's rights and remedies otherwise available at law.

### **19. Proprietary Information.**

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Contractor, and Subcontractor hereby assigns to the Contractor all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Subcontractor retains no right to use the Work Product and agree not to challenge the validity of the Contractor’s ownership in the Work Product.

B. Subcontractor hereby assigns to the Contractor all right, title, and interest in any and all photographic images and videos or audio recordings made by the Contractor during Subcontractor’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Contractor will be entitled to use Subcontractor’s name and/or likeness use in advertising and other materials.

#### **20. No Partnership**

This Agreement does not create a partnership relationship. Subcontractor does not have authority to enter into contracts on Contractor's behalf.

#### **21. Assignment and Delegation**

Subcontractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Contractor's prior written approval.

#### **22. Applicable Law**

This Agreement will be governed by Florida state law, without giving effect to conflict of laws principles.