Miami-Dade County, Florida · primeguardllc.office@pgpbiz.com · (786) 422-9674

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

Between PrimeGuard Preservation LLC and the undersigned Contractor

This Independent Contractor Services Agreement (this "Agreement") is entered into by and between **PrimeGuard Preservation LLC**, a Florida limited liability company ("PrimeGuard"), and the undersigned individual or company ("Contractor"). The Parties agree as follows:

1. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of PrimeGuard. Nothing in this Agreement creates an employment relationship. Contractor has no authority to bind PrimeGuard or to make promises to customers on PrimeGuard's behalf. Contractor controls the manner and means of performing the work, including the days and hours worked and the personnel Contractor uses.

2. SERVICES AND WORK ORDERS

PrimeGuard provides property services including lawn care, pressure washing, junk removal, make-ready cleaning, and handyman services. Work is assigned through individual written work orders issued by PrimeGuard (each, a "Work Order"). Each Work Order will describe the service, the property, the schedule, and the agreed price for that job. Contractor may accept or decline any Work Order. **No work is authorized, and no payment is owed, for work performed without a Work Order issued before the work begins.**

3. PERFORMANCE STANDARDS

For every Work Order, Contractor agrees to: (a) perform the work professionally, safely, and in accordance with applicable laws and industry standards; (b) submit clear **before photographs** on arrival and **after photographs** on completion through the PrimeGuard vendor portal; (c) arrive within the scheduled window and promptly communicate any delay or issue to PrimeGuard; (d) treat customers and their property with care and respect, and leave each property clean; and (e) promptly report any damage, hazard, or unexpected condition discovered at a property.

4. COMPENSATION

Contractor is paid **per job completed**, at the price stated in the Work Order and agreed in writing before the job begins. Payment is released after the job is complete, the before and after photographs are received and verified, and the customer confirms the work was done. PrimeGuard charges Contractor **no fees** of any kind: no signup fees, no commissions deducted from the agreed price, and no charges for work orders. The agreed Work Order price is the full amount payable for that job unless a change is agreed in writing before the additional work is performed.

5. TAXES AND W-9

Contractor is solely responsible for all federal, state, and local taxes on amounts paid under this Agreement, including income and self-employment taxes. No amounts will be withheld by PrimeGuard. Contractor must submit a completed IRS Form W-9 to PrimeGuard **within seven (7) days of registration**, and understands that payment may be held until the W-9 is received.

6. LICENSES AND INSURANCE

Contractor will obtain and maintain, at its own expense, all licenses and permits required to perform the services. If Contractor carries general liability or any other insurance, Contractor will provide PrimeGuard a certificate of insurance (COI) naming PrimeGuard Preservation LLC as certificate holder, and will update it upon renewal or cancellation. Contractor will promptly notify PrimeGuard of any lapse in licensing or insurance.

7. EQUIPMENT AND PERSONNEL

Contractor provides its own tools, equipment, vehicles, and supplies. Contractor is responsible for the hiring, supervision, and payment of its own crew members, who are Contractor's personnel and not PrimeGuard's employees. Contractor may not subcontract or assign any Work Order, in whole or in part, without PrimeGuard's prior written approval.

8. CONFIDENTIALITY AND NON-CIRCUMVENTION

Contractor has signed, or agrees to sign, PrimeGuard's Non-Circumvention, Non-Solicitation and Confidentiality Agreement, which is incorporated into this Agreement by reference. Contractor will not disclose customer information to anyone outside PrimeGuard and will only contact customers as needed to perform an assigned Work Order.

9. TERM AND TERMINATION

This Agreement begins when signed and continues until terminated. Either Party may terminate this Agreement at any time, with or without cause, by written notice (email is sufficient). Termination does not cancel Work Orders already accepted and in progress, which the Parties will complete or hand back in an orderly way, and Contractor will be paid for jobs completed in accordance with Section 4. Sections 5, 8, 10, and 11 survive termination.

10. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless PrimeGuard, its owners, and its customers from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from

Contractor’s performance of the work, the acts of Contractor’s personnel, or Contractor’s breach of this Agreement.

11. LIMITATION AND RESPONSIBILITY

Contractor is responsible for damage to a customer’s property caused by Contractor or its personnel and will promptly cooperate with PrimeGuard to repair or resolve it. In no event is PrimeGuard liable to Contractor for lost profits or indirect damages; PrimeGuard’s total liability under this Agreement is limited to the amounts payable for Work Orders properly completed.

12. GENERAL PROVISIONS

Governing law. This Agreement is governed by the laws of the State of Florida; any dispute shall be brought in the state or federal courts located in Miami-Dade County, Florida. **Entire agreement.** This Agreement, together with each Work Order and the Non-Circumvention, Non-Solicitation and Confidentiality Agreement, is the entire agreement between the Parties regarding the services and may only be amended in a writing signed by both Parties. **Severability.** If any provision is held unenforceable, the remaining provisions continue in full effect. **Notices.** Notices under this Agreement may be given by email to the addresses the Parties use for their PrimeGuard accounts. **Electronic signatures.** Electronic and typed signatures on this Agreement are binding and have the same effect as handwritten signatures.

AGREED AND ACCEPTED:

Contractor Signature — Date

Print Name — Business Name (if any)

PrimeGuard Preservation LLC — Signature — Date

Print Name and Title