

SMS ASSIST

REVOLUTIONIZING MULTISITE PROPERTY MANAGEMENT

AFFILIATE MASTER SERVICE AGREEMENT

This Affiliate Master Service Agreement (“Agreement”) is effective as of June 2, 2017 by and between **SMS ASSIST L.L.C.**, a Delaware limited liability company, whose principal place of business is 875 North Michigan Avenue, Suite 2800, Chicago, Illinois 60611 (hereinafter referred to as “SMS Assist”), and Finn Striping, LLC (NV) whose principal place of business is 6821 Conestoga Pkwy, Pahrump, NV 89048 (hereinafter referred to as “Contractor”).

WHEREAS, SMS Assist is engaged in the business of providing recurring facility maintenance services (“Contract Services”) to Customers in a variety of industries. For purposes of this Agreement, “Customer(s)” means the Customer or Customers specifically identified on any Work Order (as defined in Section 2), Exhibit A, Exhibit B or Exhibit D attached hereto;

WHEREAS, Contractor is engaged in the business of providing facility maintenance services; and

WHEREAS, SMS Assist and Contractor desire to enter into this Agreement to provide for certain Contract Services for the Customers.

NOW, THEREFORE, by reason of the premises and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. EXHIBITS. The following exhibits attached hereto are incorporated herein by reference and made a part of this Agreement:

Exhibit A: Scope of Work

Exhibit B: Insurance Requirements

Exhibit C: Compliance Certificate

Exhibit D: Trade List and Pricing (As Applicable)

2. DESCRIPTION OF WORK. Contractor hereby agrees to perform, as an independent contractor, the work described and ordered pursuant to the work orders (the “Work Order(s)”), which SMS Assist will provide to the Contractor using SMS Assist’s proprietary online databases or other method of delivery which Contractor has accepted or scheduled and which may contain additional specifications, plans and project forms (the “Specifications”). Contractor shall, at its own cost and expense and within the time set forth for performance of the Work Order, provide all labor, materials, supplies, tools, appliances, permits, certificates, and equipment (the “Materials”) necessary for performance of this Agreement in a professional manner which produces the highest possible quality of outcome (“First-Class Workmanship”) for all of the work set forth in any Work Order, any Specifications and any other agreement between Contractor, Customer and SMS Assist relating to such services to be provided by Contractor to the Customer at any time, including work performed prior to the effective date of this Agreement (collectively, the “Work”). All Materials shall be of the highest content and quality available to Contractor, unless otherwise specified by SMS Assist in writing as part of the Work Order or any Customer specified requirements (the “Customer Specific Requirements”), as may be attached hereto as Exhibit A. Each Exhibit A may be modified from time to time by SMS Assist upon written notice to Contractor at least five (5) days prior to the effective date of such modification. In such event, a replacement Exhibit A shall be sent by SMS Assist to Contractor. Contractor shall be deemed to have assented to such modifications if Contractor has not sent notice to the contrary to SMS Assist at least three (3) days prior to the effective date of such modification. Contractor agrees to accept all reasonable standards for the performance of Work which are issued by the Customer.

Regardless of whether set forth in any Work Order or any Specifications, the Work shall include, without limitation, any item of labor, tax, service and or materials reasonably implied or customarily furnished by a contractor performing work of the type described herein or required to complete the Work in compliance with any applicable law, ordinance or regulation of any governmental agency or union, or necessary to obtain any inspections or approvals being obtained by SMS Assist.

Contractor hereby agrees that Contractor shall do everything required by this Agreement, the Work Order, including all Specifications, Customer Specific Requirements, scopes of work and any other contract documents that are binding upon SMS Assist with respect to the Work (collectively, the “Contract Documents”). All Specifications provided by SMS Assist to Contractor shall remain the property of SMS Assist. Contractor shall be bound by the Contract Documents between SMS Assist and the Customer with respect to the Work. If any dispute between SMS Assist and Contractor involves the Customer or the Contract Documents between SMS Assist and the Customer, Contractor shall be bound by all provisions of the Contract

Documents between the Customer and SMS Assist and Contractor’s recovery against SMS Assist shall be limited to the amount actually received by SMS Assist from the Customer for any claim of Contractor.

Contractor shall be fully responsible for the payment of wages, payroll taxes, unemployment insurance taxes, workers’ compensation, social security and any other benefits with respect to Contractor’s employees performing the Work (the “Employees”).

a) Supervision & Hiring Practices: Contractor represents and warrants that Employees are properly trained and qualified to perform the Contract Services. Contractor represents and warrants that it maintains a drug-free and alcohol-free workforce. To the fullest extent permitted by law, Contractor represents and warrants that it has performed or shall perform criminal background checks on all Employees performing Work prior to performance of any such Work and Contractor shall prevent any Employee who has been convicted of a felony, is registered as a sex offender, or is required to register on any sex offender registry list, from performing Work. Further, Contractor represents and warrants that it, none of its employees, and none of its agents is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action and shall not allow any such person to perform any portion of the Work. Contractor represents and warrants that it will supervise its Employees vigilantly and will notify SMS Assist and Customer immediately upon notice to Contractor of any potential or actual dishonesty, theft or misappropriation of any kind by any Employee or any subcontractor’s employee (if applicable). Contractor agrees and acknowledges that Customer maintains merchandise, equipment, supplies and highly confidential information at its facilities, none of which is to be removed from its facilities, and that theft or misappropriation of such material by any Employee shall be the sole responsibility of Contractor. As stated in Section 22, Contractor shall be responsible for any damages resulting from such theft or misappropriation by Contractor, its Employees, or any subcontractor’s employees (if applicable).

b) Security on Customer’s Premises:

(i) Contractor shall ensure that its Employees do not: (1) enter any location of Customer where the Work is to be performed (each, a “Location”) under the influence of alcohol or drugs; (2) bring alcohol or drugs to the Location for any reason; (3) enter any Location with firearms (whether permitted, licensed, or legal); (4) invite to or allow at the Location any other person, including but not limited to, any friend, relative or co-worker, who is not scheduled to perform the Work at the Location at such time; (5) use equipment belonging to Customer, including telephones, unless approved and under the supervision of Customer; (6) use any products belonging to Customer, unless such products are purchased at the Location during regular business hours and such purchased products have receipts attached to them; (7) touch or handle merchandise at any Location unless directly related to performance of the Work; or (8) enter areas of any Location not related to or required by performance of the Work.

(ii) If Contractor, Customer, or SMS Assist deems any Employee to be under the influence of alcohol or drugs, or if Customer, SMS Assist, Contractor or any other employee has observed any Employee bringing alcohol or drugs onto a Location, Contractor shall require such Employee to immediately leave the Location and Contractor shall prevent such Employee from returning to the Location. Contractor agrees that Employees found to be removing any Customer's property without having paid for, or properly accounting for such property, will be banned from all Locations and will be held responsible for the cost of such property and may be subject to prosecution. Contractor further agrees that if any Employee violates any of the security rules set forth in Section (2)(b)(i) and/or commits any other actions in violation of law while at the Location, or if Customer or SMS Assist requests that an Employee not return to any Location, then Contractor shall prevent such Employee from returning to the Location for the purpose of performing the Work or any other Contract Services.

c) **Identification Badges:** Contractor represents and warrants that its Employees will utilize an identification system which clearly identifies the Employee and the Contractor.

d) **Independent Contractor:** Contractor shall perform Contract Services under this Agreement as an independent contractor to SMS Assist and Contractor shall retain control over and responsibility for its own operations and Employees. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, franchise, employer – employee, or other association or relationship among Contractor, or its subcontractors, and SMS Assist or any Customer. Neither Contractor nor its principals, members, directors, officers, or Employees shall be considered employees or agents of SMS Assist or its Customers as a result of this Agreement; nor shall any of them have authority to contract in the name of or bind SMS Assist, except as expressly agreed to in writing by SMS Assist. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

e) **Equipment:** If SMS Assist specifies special equipment for the performance of the Work, Contractor shall use equipment that conforms to such specifications in Contractor's performance of the Work.

f) **Rates:** Contractor acknowledges and agrees that Contractor's rates are determined with SMS Assist and are set forth on Exhibit D if attached hereto. Exhibit D may be modified from time to time by SMS Assist upon written notice to Contractor at least five (5) days prior to the effective date of such modification. In such event, a replacement Exhibit D shall be sent by SMS Assist to Contractor. Contractor shall be deemed to have assented to such modifications if Contractor has not sent notice to the contrary to SMS Assist at least three (3) days prior to the effective date of such modification.

g) **Rules and Procedures:** Contractor shall adhere to procedures with respect to the Work as indicated in the Contract Documents or as otherwise specified by SMS Assist.

h) **Privacy Policy and Acceptable Use Policy:** Contractor acknowledges and agrees that before using the applicable SMS Assist website, application, database or other proprietary technology, Contractor has read, understands and accepts the terms of the applicable SMS Assist Privacy Policy and the SMS Assist Acceptable Use Policy. Further, Contractor represents and warrants that it will make each of its employees using any SMS Assist technology aware of such policies and will prevent Employees who do not agree to the terms of such policies from performing any Work.

i) **Quality Assurance:** Contractor acknowledges and agrees that all phone calls between SMS Assist and Contractor may be recorded by SMS Assist or its designee for quality control purposes. Further, Contractor represents and warrants that it will make each of its employees performing services in connection with SMS Assist aware of such policy and will only use employees who agree to the terms of this Agreement.

j) **Customer Communication:** Contractor shall not (and where applicable, shall ensure its subcontractors do not) engage in any direct communication ("Direct Communications") with Customer or Customer's employees at any Location for purposes other than to fulfill the terms of the Agreement without the express written permission from SMS Assist. Direct Communications include, but are not limited to: (i) sales flyers; (ii) telemarketing or other voice solicitation; (iii) price lists; (iv) promotional goods or materials; (v) program development; (vi) product/service demonstrations; (vii) site visits or email by Contractor's employees or

representatives; and (viii) discussions of any revisions to the scope of Contract Services.

3. **VERIFICATION OF SPECIFICATIONS.** Contractor acknowledges and agrees that the dimensions given in any Specifications are only approximate. Contractor shall verify all such information independently and examine all Specifications as reasonably necessary to satisfy Contractor of the conditions to be encountered during performance of the Work. Further, SMS Assist expressly disclaims any implied warranty of freedom from defects of any specifications. In the case of discrepancy, error, inconsistency or omission in Specifications, Contractor shall promptly submit the matter to SMS Assist, who shall make a determination in writing regarding the appropriate Work to be performed. Contractor shall bear the risk and expense of any adjustment, addition or omission of services performed without such determination by SMS Assist. Contractor acknowledges and agrees that omissions from details of the Work, which are manifestly necessary to carry out the intent of Specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or misdescribed details of the Work and shall be performed by Contractor as if fully and correctly set forth and described in Specifications.

4. **COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with all applicable laws in performing the Work. Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of SMS Assist or Customer, or which would violate any applicable law.

5. **COOPERATION BETWEEN PARTIES.** SMS Assist shall cooperate with Contractor in the performance of the Work, and Contractor shall cooperate with SMS Assist and with other subcontractors in order to ensure First-Class Workmanship in every respect.

6. **TIMELINESS.** Contractor acknowledges and agrees that time is of the essence for this Agreement. Contractor shall perform the Work at the time, date and place set forth in the Work Order and shall perform such Work with promptness and diligence and complete such Work as set forth in the Work Order. Contractor represents and warrants that it has reviewed the completion criteria for the Work and that the Work to be performed under this Agreement can reasonably be performed according to such schedule.

In the event that Contractor is delayed due to acts of the Customer or SMS Assist, Contractor shall not be entitled to any damages due to such delay but shall be entitled only to such time extension as is actually granted by the Customer for such delay. Contractor shall make all claims for any time extension in writing to SMS Assist within five (5) days of the occurrence of the event causing the delay, and Contractor's failure to provide such claim in writing to SMS Assist within such five (5) day period shall constitute a waiver of any claim for such time extension.

If SMS Assist, in its sole discretion, determines it is inadvisable to proceed with any Work as a result of fire, earthquake, storm, rainfall, flood, Acts of God, war or war defense conditions, public enemy, acts of any governmental agency, unusual delays in transportation or other causes or conditions beyond the control of SMS Assist or Customer, then SMS Assist, at its option, may either suspend the Work to be performed or immediately terminate any applicable Work. If SMS Assist elects to suspend the performance of the Work hereunder, Contractor shall, upon receipt of written notice from SMS Assist, immediately discontinue performance of the Work until such time as SMS Assist may deem it advisable to resume the Work. Contractor shall resume the Work promptly upon receiving written notice from SMS Assist to do so. Contractor acknowledges and agrees that it shall not be entitled to any damage or compensation on account of cessation or suspension of Work as a result of any of the causes set forth in this Section.

7. **INSPECTIONS, APPROVALS AND WARRANTY.** The Work performed pursuant to this Agreement shall be subject to inspection and approval by SMS Assist. SMS Assist shall have the right to determine satisfactory completion of the Work, and shall have the right to reject defective Material or Work which does not conform to the industry standards, the applicable Work Order, or is not performed to the satisfaction of the Customer (the "Customer's Satisfaction"). Rejected workmanship or Work which does not conform to industry standards, the applicable Work Order, or Customer's Satisfaction shall be promptly and satisfactorily corrected by Contractor. Contractor shall, at the request of and in a manner acceptable to SMS Assist, correct any defects in workmanship or Materials that occur within a period of one (1) month from the date of final completion of the Work. SMS Assist shall notify Contractor in writing of any defects in workmanship or Materials. Contractor shall correct such defects within five (5) days from notification by SMS Assist of any such defect. If Contractor

fails to correct such defects within the five (5) day period, such failure shall constitute a breach of this Agreement and SMS Assist shall have the right to the remedies set forth in Section 12 hereunder, in addition to any other rights of SMS Assist pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION; SOLICITATION OF CUSTOMERS; SOLICITATION OF EMPLOYEES; TRADE NAME.

a) For the purposes of this Agreement, confidential information (“Confidential Information”) shall mean all proprietary, secret or confidential information, materials or data disclosed by SMS Assist which are not generally known to the public and are identified at the time of disclosure, or would reasonably be understood by Contractor, to be proprietary or confidential, and which the Contractor observes or learns in connection with this Agreement, including any information that may have been provided prior to the Effective Date of this Agreement. Such Confidential Information may include, but is not limited to, financial information, details of operations, processes and procedures, including without limitation, pricing and fees information, current and prospective customers, partners or investors, asset procurement methods, discussions, notes, studies, business plans, software, databases, trade secrets, contracts, designs, concepts, algorithms, inventions, developments, decision technology, software programs and code, research and development, and all data, reports, models, strategies, ideas, interpretations, forecasts and records containing or otherwise reflecting information concerning SMS Assist. Such Confidential Information shall be and remain the exclusive property of SMS Assist without end.

b) Contractor acknowledges that SMS Assist may disclose Confidential Information to Contractor in connection with this Agreement. If a Contractor receives Confidential Information it shall: (i) limit disclosure of Confidential Information to those of its employees, agents, or subcontractors that have a need to know such portion of the Confidential Information to accomplish the purposes contemplated by this Agreement; (ii) use at least the same degree of care in maintaining the secrecy of the Confidential Information as Contractor uses in maintaining the secrecy of its own proprietary, secret or confidential information, but in no event less than a reasonable degree of care; (iii) use Confidential Information only to fulfill its obligations under this Agreement; (iv) return or destroy all documents, copies, notes or other materials containing any portion of the Confidential Information upon request by SMS Assist; and (v) shall not reverse engineer, decompile, disassemble or otherwise attempt to discover any source codes, object codes, data, information, copyrights, trademarks, patents, inventions, trade secrets, or prototypes delivered to it by the other party or attempt to do so.

c) Contractor shall have no obligation concerning any portion of the Confidential Information which: (i) was known to Contractor before disclosure of the Confidential Information; (ii) is lawfully obtained, directly or indirectly, by Contractor from a third party and such third party is under no obligation of confidentiality; (iii) is or becomes publicly available other than as a result of an act or failure to act by Contractor; (iv) independently developed without the use of confidential information or; (v) is required to be disclosed by applicable law or legal process.

d) The obligations contained in this Section 8 of this Agreement shall expire three (3) years after the termination of this Agreement. Notwithstanding the foregoing, Confidential Information that is identified, or would reasonably be understood by Contractor, to be trade secret of SMS Assist, shall be kept confidential and subject to the obligations contained in this Section 8 for so long as such Confidential Information is trade secret. .

e) During the term of this Agreement, and for two (2) years thereafter (the “Non-compete Period”), neither Contractor, nor its officers, directors and principals, successors or assigns shall directly or indirectly solicit business from, nor do business with (except as a subcontractor of SMS Assist), any customer of SMS Assist whose identity was disclosed to Contractor by SMS Assist. This provision shall not apply if Contractor is currently under contract directly with Customer and Customer requests Contractor to provide services at a Customer Location managed by SMS Assist and such services are outside of the scope of services furnished by SMS Assist at the particular Customer Location. In the event that any of Contractor, its officers, directors, principals, successors or assigns shall provide Contract Services to any of SMS Assist’s customers during the Non-compete Period, except as a subcontractor of SMS Assist, Contractor shall pay SMS Assist an amount equal to the amount charged to such customers by Contractor for Contract Services during the Non-compete Period, which amount shall represent the loss sustained by SMS Assist due to lost business and use of its good will and trade name. Such payment shall be as liquidated damages and not as a

penalty. Contractor agrees that during the Non-compete Period it shall not solicit for employment any current employee of SMS Assist or induce any current employee of SMS Assist to terminate their employment. Contractor agrees not to use the name “SMS Assist,” or any derivatives thereof, in any advertisement or in any other way, without the express prior written consent of SMS Assist. This Section 8 shall survive the termination of this Agreement.

9. INTELLECTUAL PROPERTY.

a) Platform: SMS Assist’s proprietary technology (“Platform”) includes but is not limited to: SMS Assist’s proprietary online databases, the data, records, files and technology relating to such databases, the Integrated Voice Recognition (“IVR”) system, SMS Assist’s mobile apps, SMS Assist Scheduling Database (including, without limitation, the Affiliate Database used therewith), the SMS Assist One Platform, map-layering technology, mobile embodiments of its systems and databases and including all source code, object code, data, information, design, copyrights, trademarks, patents, inventions and trade secrets embodied therein. Contractor acknowledges and agrees that the Platform is Confidential Information subject to the terms of Section 8 of this Agreement.

b) Grant of License: Subject to the terms and conditions of this Agreement, SMS Assist hereby grants to Contractor a limited, nonexclusive, nontransferable license to access and use (and allow its Authorized Users, as defined below, to access and use) the Platform and its functionality, including to perform the Work under this Agreement. For purposes hereof, “Authorized Users” mean employees of Contractor who have been specifically granted authority by Contractor (in accordance with Section 8 of this Agreement) to access the Platform, have agreed to abide by the terms of this Agreement, and have a need to access such information available on the Platform. Contractor’s rights to access and use the Platform shall terminate automatically upon the termination of this Agreement for any reason.

c) Prohibited Activities: Contractor shall have no right to use the Platform, in whole or in part, for any purpose other than for the purpose of performing the Work and in accordance with the applicable Acceptable Use Policy.

d) Proprietary Rights: SMS Assist retains all rights, title and interest in and to the Platform, including all source code, object code, data, information, copyrights, trademarks, patents, inventions and trade secrets embodied therein. Nothing in this Agreement constitutes a waiver of any of SMS Assist’s rights under the intellectual property laws of the United States or any other jurisdiction or under any other federal, state, or foreign laws. Any attempt by Contractor to use, copy, or convey the Platform in a manner contrary to the terms of this Agreement or in competition with SMS Assist or in derogation of SMS Assist’s proprietary rights, whether such rights are stated herein or determined by law or otherwise, will result in this Agreement being subject to termination by SMS Assist without any cure period. SMS Assist shall have all rights and remedies available to it under applicable law, including without limitation, the right to immediate injunctive relief.

e) Security: Contractor and its Authorized Users may access the Platform only through use of one or more passwords, security devices or other access methods as provided by SMS Assist (collectively, “Access Methods”). Contractor is solely responsible for ensuring that Contractor’s Access Methods are kept confidential by Contractor and its Authorized Users and only known to and used by Authorized Users. Contractor acknowledges that, in SMS Assist’s sole discretion, SMS Assist may deny access to the Platform to any user of Contractor’s Access Methods if SMS Assist has reason to believe that the Access Methods have been lost, stolen or compromised, been used in violation of any of the terms of this Agreement, or possess a threat to the Platform or any user thereof. Contractor will be (A) solely responsible for all acts or omissions of any person using the Platform through Contractor’s Access Methods; and (B) without limitation of the foregoing or any other provision of this Agreement, bound by the terms of any and all transactions executed and/or Work Orders placed via the Platform using Contractor’s Access Methods. All transmissions and Work Orders generated by use of Contractor’s Access Methods will be deemed to be authorized by Contractor and made by an Authorized User. If any of Contractor’s Access Methods have been lost, stolen or compromised, then Contractor will promptly notify SMS Assist. Upon SMS Assist’s receipt of this notice, such Access Methods will be cancelled or suspended as soon as is reasonably practicable, but Contractor is responsible for any actions taken through the use of such Access Methods prior to such cancellation.

10. ENFORCEMENT. If a court holds that the duration or scope of the restrictions stated in Section 8 are unreasonable under the circumstances then

existing, Contractor and SMS Assist agree that the maximum duration, scope or restricted area under such circumstances shall be substituted for the stated duration, scope or restricted area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period and scope permitted by law.

Contractor acknowledges that: (a) its breach of one or more of its obligations under Section 8 could cause SMS Assist to suffer irreparable harm, namely harm for which monetary damages would be an inadequate remedy; and (b) delay in granting SMS Assist an injunction would cause SMS Assist irreparable harm. Accordingly, the parties agree that if Contractor breaches one or more of its obligations under Section 8, for purposes of granting an equitable remedy any court will assume that that breach would cause SMS Assist irreparable harm, and will waive the requirement of any posting of bond or other security for costs. Contractor agrees that the restrictions contained in Section 8 are reasonable and necessary to protect SMS Assist's business.

11. LIEN WAIVER. Contractor, under the laws of the jurisdiction in which the Work is performed, does hereby waive and release any and all liens or claims of lien or other encumbrances and waives and releases all future claims of lien on Work or other encumbrances performed at any Location or SMS Assist property, premises and any improvements thereon. Contractor shall ensure that all parties and/or individuals providing labor and/or materials for the Work will be paid in full for all labor and/or materials supplied at the direct or indirect request of the Contractor for any and all Work under this Agreement.

12. FAILURE TO PERFORM. If Contractor shall at any time: (a) fail in any respect to perform the Work in accordance with this Agreement; (b) cause, by any action or omission, the stoppage or delay of or interference with the work of SMS Assist or of any other subcontractor; (c) fail to perform all corrective work arising from its guarantee of First-Class Workmanship in a manner which is timely and satisfactory; (d) violate any of the terms this Agreement; (e) be adjudged as bankrupt or make a general assignment for the benefit of its creditors; (f) have a receiver appointed for Contractor or its assets; (g) become insolvent or become a debtor in reorganization, composition, or arrangement proceedings; (h) fail to make prompt payment to Contractor's Employees for labor performed on or Materials or equipment used in Contractor's Work, (i) cause by any policy, action or failure to act by Contractor a labor dispute; or (j) otherwise fail to perform any obligation under this Agreement, then, SMS Assist may, at its option, without prejudice to any other rights or remedies given SMS Assist by law or pursuant to this Agreement, (A) immediately terminate this Agreement or (B) notify Contractor that this Agreement shall terminate thirty (30) days after the date of such notice (each the "Effective Termination Date") and, in addition to its other remedies, perform the Work by whatever method SMS Assist may deem expedient. In the event of (A), Contractor shall not be entitled to payment for any Work performed after the Effective Termination Date on such notice, except as provided in the last sentence of this paragraph. In the event of (B), Contractor shall be entitled to payment for Work performed prior to the Effective Termination Date, except as provided in the last sentence of this paragraph. In the event of (A) or (B) above, Contractor shall be liable to SMS Assist for (1) any and all costs or expenses incurred by SMS Assist to complete the Work, (2) an amount for overhead equal to 15% of the amount expended by SMS Assist to complete the Work, and (3) any losses sustained by SMS Assist as described in Section 22 below (such amounts in 1, 2 and 3 hereinafter referred to as "Contractor's Liability"). Any amount otherwise due to Contractor under this Agreement or any Work Order shall be offset by Contractor's Liability. In the event Contractor's Liability exceeds the amount otherwise due to Contractor, Contractor agrees to pay to SMS Assist upon demand the full amount of such excess, together with interest thereon at the maximum interest rate permitted by law. In the event Contractor's Liability is less than the amount otherwise due to Contractor, the difference between the amounts otherwise due to Contractor and Contractor's Liability shall not be paid to Contractor until ninety (90) days after the Work required by this Agreement is fully completed and accepted by SMS Assist.

13. LABOR DISPUTE. In the event of any labor dispute which has been caused by any policy, action or failure to act by Contractor, SMS Assist may, at its option, exercise any one of the following specified rights in addition to any other rights that SMS Assist may be entitled to exercise by law or in equity, or otherwise under this Agreement:

a) Immediately terminate this Agreement without liability or responsibility therefore to Contractor, its employees, agents, successors, assigns, contractors or any other person or entity;

b) Require that Contractor immediately cease performance of the Work until the labor dispute ceases, during which time SMS Assist may perform the Work in any manner it chooses, deducting the cost thereof from any amounts due to Contractor under this Agreement; and/or

c) Hold Contractor liable for all costs incurred by SMS Assist as a direct result of a Contractor-caused labor dispute and/or failure to perform.

If the Work has been stopped as a result of some industry-wide labor dispute, SMS Assist may, at its option and in addition to any other rights that it may have by virtue of law, or in equity, or pursuant to this Agreement, immediately terminate this Agreement or the applicable Work Order and Contractor shall be paid for the portion of the Work completed through the date of termination.

14. TERMINATION FOR CONVENIENCE. This Agreement may be terminated by either party, upon thirty (30) days prior written notice to the other party. The effective date of such termination shall be thirty (30) days after the date of the notice (the "Effective Date of Termination for Convenience"). This right to terminate shall be in addition to any other right of SMS Assist to terminate this Agreement as provided herein. In the event of a termination for convenience by SMS Assist, the amounts due to Contractor by SMS Assist shall be limited to the Work actually performed and Material supplied prior to the Effective Date of Termination for Convenience as determined by SMS Assist in its sole discretion, less any amounts already paid by SMS Assist to Contractor for the Work performed or Materials supplied. Contractor shall not be entitled to any payments for any Work that has been performed after the Effective Date of Termination for Convenience. If Customer notifies SMS Assist or Contractor of its desire to terminate any Work under this Agreement, such termination for the applicable Work Order shall be immediate and Contractor's sole recovery shall be limited to the amount actually received by SMS Assist from Customer for Work performed by Contractor. Upon notification of such intention to terminate any Work or Work Order, Contractor will immediately cease all such Work and any amounts due to Contractor by SMS Assist or Customer shall be limited to Work performed prior to the notification of termination.

15. CONDITIONS TO PAYMENT. SMS Assist agrees to issue payment, which payment shall be issued to Contractor net thirty (30) days from the Batch Processing Date of accepted invoices, unless a Customer provides for a different period for payment as set forth in any scopes of work, in which case such different period shall control for that Customer only ("Batch Processing Date" is the date that the SMS Assist invoice is submitted to the Customer, which such invoices shall be created in a reasonable period of time from the receipt of the acceptable Contractor invoice, not to exceed five (5) business days); provided, however, that the following shall be conditions precedent to any obligation that SMS Assist may otherwise have under any Work Order or this Agreement to timely pay Contractor: (a) Contractor shall have executed this Agreement and all applicable exhibits; (b) Contractor shall have complied with Section 23 of this Agreement (Insurance); (c) Contractor shall have provided to SMS Assist a completed IRS Form W-9; (d) Contractor shall be in compliance with all laws relating to immigration in the jurisdiction where the Work is performed; (e) SMS Assist shall have received a Work Order completed in accordance with all terms of this Agreement, within thirty (30) days of Contractor completing such Work (or other applicable time period if set forth by Customer and stated on Work Order); (f) SMS Assist shall have received full payment from the Customer for the Work performed by the Contractor (in the event of partial payment, SMS Assist shall remit a pro rata portion of such partial payment received from the Customer); (g) SMS Assist shall have received evidence from Contractor of payment to its subcontractors and suppliers; and h) the Work shall have been performed to the satisfaction of SMS Assist and the Customer. If Contractor was out of compliance for any length of time and comes back into compliance, payment may take up to three (3) business days to be issued. Check processing dates are the first business day falling on or after the first (1st) and fifteenth (15th) of each month.

16. REDUCTIONS IN PAYMENT. Contractor agrees and acknowledges that the following may cause a reduction or other delay in payment to Contractor by SMS Assist under this Agreement: (a) any Work Order that is not successfully checked in and out using SMS Assist's proprietary online databases (as more fully described in the applicable Work Order or Exhibit

A) may be subject to a ten dollar (\$10) processing fee per Work Order and; (b) any deductions as specified and set forth in the Work Order or Exhibit A.

17. WORK ORDERS; PAYMENT DISPUTES. For purposes of this Agreement, SMS Assist will only accept Work Orders that have been completed pursuant to the following guidelines: (1) the services provided by Contractor are as set forth in the Work Order; any Work completed outside such scope shall be subject to non-payment, unless an exception has been approved by the formal approval process that is in place prior to performance of the Work; (2) the Customer's representative for the Location shall have verified the Work performed under such Work Order; and (3) the Work Order shall have been checked in and out using SMS Assist's proprietary online databases (as more fully described in the applicable Work Order). Contractor agrees and acknowledges that if Contractor submits anything other than a properly completed Work Order to SMS Assist as described above, Contractor may not receive timely payment from SMS Assist or may not be paid at all. Contractor acknowledges and agrees that it will, within SMS Assist's proprietary online databases: (a) monitor the status of Work Orders; (b) ensure that all completed Work is included/listed; and (c) verify that the type and pricing of all Work listed is correct. In the event of any discrepancy, Contractor shall promptly notify SMS Assist of such discrepancy. Contractor further agrees and acknowledges that Contractor must dispute any payment made to Contractor by SMS Assist in writing to the Cash Disbursements Manager, or such other person appointed by SMS Assist, within sixty (60) days of the invoice batch date for the Work that is in dispute. Any right of Contractor to dispute any payment after such sixty (60) day period shall be considered waived by Contractor. In the event that another time frame is set forth by SMS Assist in a Work Order or an Exhibit A, such time frame shall control for any Work performed pursuant to that particular Work Order or Exhibit A.

18. RIGHT OF OFFSET. Contractor agrees that if Contractor breaches this Agreement or any Work Order, SMS Assist may, at its option, declare that such a breach shall constitute a breach of all agreements and Work Orders and that, in addition to all other rights herein provided, SMS Assist may withhold any amounts which might otherwise then be due or thereafter become due under any agreements, Work Orders or contracts, and SMS Assist may apply such amounts by way of offset toward remedying any such defaults or breaches in all agreements or Work Orders. This right to withhold shall continue in time and as to such amount as SMS Assist, in its sole discretion, shall determine is reasonably necessary to satisfactorily carry out the terms and conditions of all agreements and Work Orders, including any warranties contained therein.

19. LICENSE. Contractor shall obtain any and all licenses, certifications, registrations or permits that are or may be required by law or otherwise prior to performing the Work under this Agreement.

20. ACCEPTANCE OF WORK. No certificate given or payments made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed to be an acceptance of defective Work or use of improper Materials by Contractor.

21. TRANSFERS OR ASSIGNMENT. Contractor shall not assign or transfer this Agreement in whole or in part without the prior written consent of SMS Assist. A reorganization, change of name, or change in the ownership and control of Contractor or a change in the operating officers of Contractor shall be deemed an assignment or transfer of this Agreement.

22. INDEMNIFICATION. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify and hold harmless SMS Assist, Customer and their respective officers, directors, employees, agents, partners, joint venturers, affiliates, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, expenses, damages, liabilities, fines, and penalties (each a "Claim"), arising out of or relating to: (a) Contractor's performance of or the failure to perform the Work; (b) a breach of this Agreement by Contractor or any of its affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by Contractor or its affiliates, subcontractors, agents or employees; (d) a violation of law; (e) any determination that a relationship, other than that of independent contractor, exists between SMS Assist and/or Customer and Contractor and/or its employees or any other employment-based complaint or grievance; (f) any demands for compensation of any kind by Contractor's Employees or personnel; (g) the actual or alleged infringement by Contractor (its officers, directors, employees or agents) of any patent, copyright, trademark, trade secret or other property or contract

right of any person or entity; or (h) any losses arising out of any lapse of insurance coverage required by this Agreement.

This indemnification is absolute and unconditional and shall apply even if there are allegations that any of the Indemnified Parties contributed to the Claim.

The foregoing indemnification shall extend to all legal, defense and investigation costs, and all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives written or verbal notification that a Claim has been or may be made, or the Agreement has been breached. The obligations set forth in this section shall remain in effect regardless of whether Contractor maintains or fails to maintain any insurance coverage required hereunder. The duty to defend is separate from and in addition to the duty to indemnify and Contractor shall defend SMS Assist and Customer from any Claim in relation to Work under this Agreement regardless of any determination of fault.

For purposes of clarification and not by way of limitation, Contractor's indemnification obligation shall include: a) any losses arising out of any lapse in any insurance policy required to be maintained by Contractor as set forth in Section 23, regardless of whether Contractor had knowledge of such lapse; and b) Contractor and Contractor alone is responsible for their injuries and injuries to anyone who works for said Contractor. Contractor at its own expense agrees, upon written request by any of the Indemnified Parties, to defend any Claim brought against the Indemnified Parties in a manner and with counsel reasonably acceptable to SMS Assist. If Contractor shall fail to promptly and diligently defend any Claim upon request, the Indemnified Parties may do so and Contractor shall, in addition to all other liability under this paragraph, be liable for all costs, expenses, attorneys' fees, damages, awards, judgments and liabilities incurred by the Indemnified Parties. This Section 22 shall survive the termination of this Agreement.

23. INSURANCE. At all times while performing Work under this Agreement, Contractor shall maintain, at its sole cost and expense, insurance in a form reasonably satisfactory to SMS Assist with limits of liability and all other requirements not less than stated in this section. In the event different limit(s) or requirement(s) are set forth in any Exhibit B, Contractor shall comply with the limit set forth in the applicable Exhibit B.

- Minimum General Liability: \$1,000,000 each occurrence and \$2,000,000 general aggregate
- Minimum Commercial Automobile Liability: \$1,000,000 combined single limit
- Non owned autos & hired autos coverage only if Contractor uses subcontractors
- Minimum Umbrella Liability: \$4,000,000
- Minimum Workers Compensation: (a) Statutory Limits; and (b) \$500,000 for: (i) each accident; (ii) disease- each employee; and (iii) disease – policy limit
- Theft Bond: \$50,000
- The certificate shall name each of SMS Assist, L.L.C. and Customer as an additional insured and certificate holder under each of the required insurance policies. The policy endorsement forms, commercial general liability CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, must be attached and sent with the general liability certificate.
- All insurance policies shall be primary and non-contributory to any other insurance of SMS Assist or Customer.
- No insurance policy shall contain an exclusion for any Work under this Agreement, including any Work described in an Exhibit A to this Agreement.

Prior to commencement of any Work under this Agreement, Contractor shall: (1) be in compliance with all the requirements of this section or the applicable Exhibit B; (2) have named SMS Assist and Customer, individually, as an additional insured; and (3) have provided SMS Assist with a copy of the underlying insurance contracts (the "Insurance Contracts") demonstrating that the Contractor's insurance meets or exceeds all requirements of this section or any Exhibit B. Upon the procurement of a new Insurance Contract or following the modification or renewal of any Insurance Contract, Contractor shall provide SMS Assist with insurance certificates detailing that the insurance meets or exceeds all requirements of this Agreement. Prior to commencement of any Work under this Agreement, Contractor's insurance agent or insurance provider shall furnish SMS Assist with all Insurance Contracts and endorsements as required by this Agreement, preferably via electronic mail. Upon the procurement of a new

Insurance Contract or following the modification or renewal of any Insurance Contract, Contractor's insurance agent or insurance provider shall furnish SMS Assist with all Insurance Contracts and endorsements as required by this section or Exhibit B prior to the effective renewal date. Neither furnishing such Insurance Contracts to SMS Assist, nor any payment made by SMS Assist to Contractor after such Insurance Contracts have been provided, shall be deemed a waiver by SMS Assist of, or relieve Contractor of, Contractor's obligation to procure insurance policies that are in compliance with this Agreement. Contractor further agrees that it shall not commence Work prior to the approval by SMS Assist's Compliance Manager of such Insurance Contracts.

Contractor's failure to obtain, maintain, or provide proof of valid insurance under this section shall, at SMS Assist's option, result in a delay of commencement of the Work by Contractor and/or result in a delay of payment of any amounts due to Contractor by SMS Assist pursuant to this Agreement, in addition to any other remedies SMS Assist may have pursuant to this Agreement or by law or in equity.

Such insurance will require the insurer to notify SMS Assist, in writing, at least thirty (30) days in advance of modification, cancellation, or non-renewal, excepting notice for the non-payment of a premium, which shall require notice ten (10) days in advance of cancellation or any change adverse to the coverage required herein. Furnishing insurance certificates, contracts or policies by the Contractor is not a waiver of any of the Contractor's duties under this Agreement. Nothing herein shall relieve Contractor of its obligation to maintain the insurance policies required by this section.

SMS Assist and Contractor acknowledge that Contractor may from time to time provide Contract Services to a customer of SMS Assist other than Customer (a "New Customer"). Contractor hereby agrees that prior to commencement of Contract Services to a New Customer, Contractor shall amend or modify its Insurance Contracts to include SMS Assist and the New Customer as certificate holders and additional insured under the Insurance Contracts, and provide certificates of insurance reflecting such changes. Contractor agrees to indemnify SMS Assist for any Losses that in any way result from or are related to any failure of Contractor to include New Customer(s) as an additional insured as required by this section.

The insurance coverage to be provided by Contractor under this Agreement, including but not limited to the additional insured coverage provided to SMS Assist or Customer, shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of SMS Assist's indemnity obligations. The maintenance of insurance shall not in any way operate to limit the liability of Contractor to SMS Assist or Customer under this Agreement. Contractor shall be solely responsible for any and all deductibles and self-insured retentions.

24. OCCUPATIONAL SAFETY AND HEALTH. Contractor shall use materials, equipment, work methods, and procedures shall conform to and shall at all times be maintained so as to conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970, as amended, ("OSHA") and any State statute which may be promulgated with respect to occupational safety. In the event said materials, equipment, procedures or any other services performed by Contractor do not conform to the OSHA or State standards and/or regulations, SMS Assist may require Contractor to correct the defective material, equipment or condition at Contractor's expense. SMS Assist shall have the right to order Contractor to cease Work during any period of noncompliance with the provisions or this Section 24 and Contractor shall be liable for any delay in accordance with the provisions of this Agreement. Contractor represents and warrants that it will comply with any Customer-specific health and safety manual that may be provided to Contractor from time to time by SMS Assist.

25. IMMIGRATION COMPLIANCE. SMS Assist is committed to complying with all applicable immigration laws of the United States including the Immigration Reform and Control Act of 1986, as amended. It is the policy of SMS Assist to comply fully with this law, and to require compliance by all Contractors (and their subcontractors) performing Work at any Location. Contractor represents and warrants that Contractor and/or its subcontractors will not place any employee of Contractor and/or its subcontractors at a Customer worksite, nor will Contractor permit any employee or subcontractor to perform any Work on behalf of or for the benefit of Customer, without first verifying and ensuring said employee's authorization to lawfully perform the Work. Accordingly, Contractor will provide a "Certification of Compliance," attached hereto as Exhibit C, signed

by Contractor, for purposes of confirming to Customer that all of its employees and Contractors, and those of its subcontractors, are legally authorized to work in the United States. Contractor also agrees to require each of its subcontractors to sign a Certification of Compliance in a form substantially similar to Exhibit C and to provide a copy to SMS Assist. Further, Contractor shall, on a bi-annual basis during the term of this Contract, conduct an audit of the I-9 Form for its employees and shall promptly correct any defects or deficiencies which are identified as a result of such audit. If Contractor receives any reliable information (more than rumor or hearsay) providing actual or constructive knowledge that any employees of Contractor and/or its subcontractors are not authorized to be employed in the jurisdiction where the Work is performed, Contractor shall take immediate corrective action.

26. SUBCONTRACTORS. Contractor shall not subcontract all or any portion of the Contract Services under this Agreement to third parties ("subcontractors") without the express prior written consent of SMS Assist which may be revoked at any time. In the event that SMS Assist approves the use of a subcontractor, Contractor guarantees its subcontractor's fulfillment of the applicable obligations imposed upon Contractor by this Agreement. Prior to the commencement of Work by such subcontractor, Contractor shall require each of its subcontractors who perform any of the Work set forth herein to agree in writing to be bound by the terms and conditions set forth in this Agreement as if each such subcontractor were a signatory hereto. Contractor will promptly pay all costs of labor employed and materials and services furnished and used in the performance of the Contract Services and will not allow or permit any lien to be filed against Customer, SMS Assist or any of either's real or personal property, owned or leased (collectively, "Property"). In the event a lien is filed against any Property by any person or entity providing labor, materials, or services to or on behalf of Contractor relating to the Contract Services, Contractor shall, within seven (7) days after SMS Assist's written request, if allowed by governing law at the location of the Property, pay into court sufficient funds to remove the lien from the Property and, in any event, shall indemnify and hold harmless SMS Assist, Customer and all others with an interest in the Property from any pecuniary costs whatsoever (including legal fees) relating to or arising out of the lien or any claim to a lien, all without cost to Customer or SMS Assist.

27. AUDIT. SMS Assist reserves the right to perform audits reasonably related to the Work. Contractor shall maintain records and a reasonable audit trail, including all original transaction records of all financial and non-financial transactions resulting from or arising in connection with the Work. Contractor shall provide to SMS Assist: access to the Employees; data and records relating to the Work; and reasonable assistance to perform the audits.

28. SEVERABILITY. Should any of the provisions of this Agreement be held invalid, illegal, or unenforceable, the other provisions of this Agreement shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination by a court of competent jurisdiction that any term or provision is invalid, illegal or unenforceable, the court shall modify such term(s) or provision(s) to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

29. NOTICES. Any notices, consents or other communications required or permitted to be sent or given hereunder by any of the parties shall in every case be in writing and shall be deemed properly served if (a) delivered personally, (b) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, (c) sent by standard U.S. mail, postage prepaid, (d) sent by priority mail, postage prepaid (e) delivered by a recognized overnight courier service, or (f) sent by facsimile transmission or electronic mail, to the receiving party at the following address:

If to SMS ASSIST:
SMS ASSIST, L.L.C.,
875 N. Michigan Ave.
Suite 2800
Chicago, IL 60611
Attn: V.P. of Compliance
affiliatenotice@sms-assist.com

If to the Contractor, to the address set forth in the preamble to this Agreement or the electronic mail address or facsimile number provided by Contractor to SMS Assist, unless Contractor provides to SMS Assist other contact information in writing for this purpose.

30. ENTIRE AGREEMENT. This Agreement, the exhibits and attachments referenced herein and/or attached hereto, and the related documents specifically incorporated herein by reference, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede and replace in their entirety any and all prior agreements, arrangements or understandings between the parties, whether written or oral. Except for modifications as set forth herein, no modification of this Agreement shall be binding upon the parties hereto unless such modification shall be in writing and signed by each of them.

31. WAIVERS. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion. No waiver shall be implied by any isolated or repeated action or inaction. To be effective, any waiver must be in writing executed by the party to be bound thereby.

32. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the parties agree that (i) an electronic signature shall be considered an original signature, and (ii) a complete copy of the Agreement shall be considered an original instrument, and each, together or separately, shall become binding and

enforceable as if original and the parties may rely on the same to prove the authenticity of the Agreement.

33. CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT. Any changes, additions, stipulations, deletions or lining out, including corrective lining out, by either SMS Assist or Contractor shall not be considered agreed to or binding by the other unless such modifications have been initialed or otherwise approved in writing by the other.

34. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the internal law, and not the law of conflicts, of the State of Illinois. By executing this Agreement, the parties hereto consent to sole jurisdiction of the courts of Cook County, Illinois or the U. S. Federal District Court for the Northern District of Illinois with respect to any disputes which may arise out of this Agreement. This Section 34 shall survive the termination of this Agreement.

35. JURY WAIVER. Contractor and SMS Assist waive any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement and any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement by their duly authorized representatives.

SMS ASSIST, L.L.C.

Printed Name:

Signature:

Title:

Date:

Finn Striping, LLC (NV)

Printed Name: Barry Finn

Signature: Barry Finn
Barry Finn (Jun 2, 2017)

Title: Owner

Date: Jun 2, 2017

EXHIBIT A: SCOPE OF WORK

A. CUSTOMER: FAMILY DOLLAR OPERATIONS, INC. – FACILITIES MAINTENANCE

This Exhibit A is pursuant to and governed by the *Affiliate Master Service Agreement* (the “Agreement”) between Contractor and SMS Assist. The following is a list of specifications and services that may be performed by Contractor as defined by the provisions below. Customer identified in this Exhibit A refers exclusively to Family Dollar Operations, Inc. Contractor will perform Work in accordance with the applicable Work Order and in accordance with the pricing set forth in Exhibit D (if applicable). Contractor will provide all labor, equipment and Materials necessary for the satisfactory completion of the Work as described in the applicable Work Order.

B. PROCEDURES

1. **Work Order Acceptance, Scheduling and Arrival.** Contractor shall only perform Work according to the Work Orders provided by SMS Assist. SMS Assist will upload a Work Order into its proprietary online databases and notify Contractor that the Work Order is pending acceptance. The Work Order will contain a priority level and Contractor must choose to accept or decline the Work Order within the timeframe specified in the table for the applicable priority level. If Contractor does not accept the Work Order within the applicable timeframe for the Work Order priority level, then Contractor will be deemed to have declined such Work Order. If Contractor accepts a Work Order, then Contractor must arrive on site within the applicable timeframe below. Contractor shall only perform accepted Work Orders and shall not perform any Work under a declined Work Order.

Time for Work Order Acceptance and Arrival at the Location

Work Order Priority Level	Time for Contractor to Accept the Work Order	Time for Contractor to arrive at the Location
Emergency	30 minutes	4 hours
Immediate	1 hour	8 hours
Next Day	8 hours	24 hours
Normal	24 hours	48 hours
Non-Critical 7 day	24 hours	7 days
Non-Critical 14 day	48 hours	14 days

For all accepted Work Orders, Contractor will schedule a time to perform the Work Order in accordance with the applicable timeframe specified above using SMS Assist’s proprietary online databases. Contractor will check SMS Assist’s proprietary online databases to ensure that the Location has been notified of the scheduled Work Order prior to the Work being performed.

2. **Timing.** All Work shall be completed during normal business hours unless authorized by SMS Assist.

3. **The 24-Hour Hotline.** SMS Assist provides a toll-free number at **(866) 663-0866** for Contractor to report service issues, concerns, scheduling issues, or request an increase in the Not to Exceed (“NTE”) amount.

4. **Mobile Application.** Contractor is required to use SMS Assist’s mobile application (“Mobile App”) to complete all Work Orders in accordance with Section 16 of the Agreement. In order to do so, Contractor must download the Mobile App from the appropriate application store (the Mobile App is available at no charge to Contractor), and register the Mobile App to the appropriate user. In order to properly check-in and check-out each Work Order, Contractor must use a GPS enabled device and turn location services on during the check-in and check-out process.

Upon arrival at the Location, Contractor must open the Mobile App to check-in the Work Order and follow the onscreen instructions. After checking-in the Work Order, Contractor may proceed with the Work as described in the Work Order. After completing the Work described in the Work Order, Contractor must open the Mobile App to check-out the Work Order and follow the onscreen instructions.

If the Mobile App is not functioning properly, Contractor should contact SMS Assist using the 24-Hour Hotline identified in Section B(3) to complete the check-in process. After contacting the toll-free hotline, Contractor should follow the instructions given for how to properly check-in and check-out the Work Order and any other required validation. If Contractor is unable to take photos in the Mobile App, Contractor must still take the required photos and send them to SMS Assist as soon as reasonably possible following completion of the Work.

If a Work Order is not properly checked-in and checked-out either through the Mobile App or by contacting SMS Assist within twenty-four (24) hours of completing the Work, then the Work Order may be subject to nonpayment under Sections 14, 15 and 16 of the Agreement. SMS Assist may charge a five dollar (\$5) processing fee for each Work Order which is not properly checked in and checked out via the Mobile App unless Contractor notifies SMS Assist that the Mobile App was not functioning properly at the time of check-in or check-out.

C. NOT TO EXCEED APPROVAL PROCESS

If, in order to complete the Work as described in the applicable Work Order, Contractor is required to perform Work which would result in costs in excess of the NTE amount described on the applicable Work Order (“Additional Work”), then Contractor must document the Additional Work needed, including pictures, and do the following:

1. If the Additional Work can be performed while Contractor is on site, then Contractor must call the 24-Hour Hotline at **(866) 663-0866** and follow the appropriate prompts to obtain approval to proceed with such Additional Work. Contractor should be prepared to give a detailed quote, including time, materials, and taxes, at the time Contractor calls the 24-Hour Hotline.
2. If the Additional Work cannot be completed while Contractor is on site for the applicable Work Order, then Contractor must upload an estimate and photographs of the Additional Work into the SMS Assist online portal and await approval from SMS Assist.
3. Contractor may not perform any Additional Work without approval from SMS Assist and any work performed without SMS Assist’s approval will not be paid in accordance with Section 16.

D. CUSTOMER SPECIFIC REQUIREMENTS

Background Checks. Contractor agrees to conduct background checks. Contractor and its Employees shall not have been convicted of, entered a guilty plea or pled no contest to or received criminal probation for any felony involving a computer crime, fraud, theft, larceny, embezzlement, robbery, controlled or illegal substances/drugs, sexual offenses or violent offenses. Contractor agrees to maintain a drug-free work environment through company policy. Contractor and its Employees shall not exhibit any substance abuse, sexual harassment or threatened or actual violent behavior. In the event any suspicious activity is observed, SMS Assist may require Contractor to perform any additional and relevant background checks and drug/substance tests for Contractor or Contractor’s Employees.

Safety and Security Rules. Contractor shall adhere to the following safety and security rules when performing Work.

1. All forms of sexual harassment, intimidation, horseplay, running, playing practical jokes, throwing items, using profane, abusive or threatening language or any other acts that may tend to endanger, irritate or distract others are prohibited.
2. Friends and relatives of Contractor or Contractor’s Employees not scheduled to work shall not enter any Location,

unless to shop.

3. Contractor and Contractor's Employees shall not touch or handle merchandise in any Location unless specifically related to the Work.
4. Contractor and Contractor's Employees shall not go behind display counters or enter rear doors at any Location unless specifically related to the Work.
5. Contractor and Contractor's Employees shall not use products or product samples belonging to any Location while performing Work. The purchase of any Location merchandise is to be done during normal business hours. Receipts should be attached to any merchandise purchased.
6. Contractor and its Employees are required to observe all safety rules as posted at the Location or otherwise communicated.
7. Smoking or striking a flame at any Location is prohibited.
8. Food and beverages are permitted in break rooms only at any Location.
9. Contractor and its Employees shall never deface any Location or Location property.
10. Contractor will provide a Work Order, except during non-business hours when the Location may be closed, that will be shown to the manager on duty when visiting and/or servicing a Location. When deemed appropriate, Contractor and its Employees will be issued visitor identification cards and each such card will be surrendered by Contractor and its Employees upon demand, upon termination of the Work.

General Guidelines. Contractor shall adhere to the following guidelines when performing Work.

1. Responsible for removal of all trash and debris from Location and clean area related to Work (All disposals must be in accordance with EPA, state and local standards).
2. No trash and debris will be placed in Location trash bins.
3. Administer all rules, regulations and restrictions necessary for the efficient operation of the assigned Location and for the comfort and security of the occupants.
4. Repair recommendations geared to enhancing Location's operating efficiency.
5. Responsible for maintaining the orderly condition and good appearance of Location when performing Work.
6. Provide before and after digital photos of all Work completed.

SMS ASSIST, L.L.C.

Printed Name:

Signature:

Title:

Date:

Finn Striping, LLC (NV)

Printed Name: Barry Finn

Signature: Barry Finn
Barry Finn (Jun 2, 2017)

Title: Owner

Date: Jun 2, 2017

EXHIBIT B: INSURANCE REQUIREMENTS

A. CUSTOMER: FAMILY DOLLAR OPERATIONS, INC. – FACILITIES

This Exhibit B is pursuant to and governed by the *Affiliate Master Service Agreement* between Contractor and SMS Assist (“Agreement”). The following is a list of insurance requirements, with which Contractor must comply. “Customer(s)” identified in Exhibit B refers exclusively to Family Dollar Operations, Inc.

B. REQUIREMENTS

1. At all times while performing Work under this Agreement, Contractor must maintain the following insurance coverage:
 - a. Minimum **General Liability**: \$1,000,000 each occurrence and \$2,000,000 general aggregate
 - b. Minimum Commercial **Automobile Liability**: \$1,000,000 combined single limit
 - i. Non owned autos & hired autos coverage only if Contractor uses subcontractors
 - c. Minimum **Umbrella Liability**: \$4,000,000
 - d. Minimum **Workers Compensation**: (a) statutory limits; and (b) \$500,000 for:
 - i. Each accident;
 - ii. Disease – each employee; and
 - iii. Disease – policy limit.
 - e. Minimum **Employee Theft Bond**: \$50,000

2. The Insurance Contracts must include the following as additional insureds on a primary and non-contributory basis:

**SMS Assist, L.L.C., Family Dollar Stores, Inc., and their subsidiaries, affiliates, and partnerships
875 N. Michigan Avenue, Suite 2800
Chicago, IL 60611**

3. Contractor’s insurance agent or carrier must send the general liability certificate, policy endorsement forms, and Commercial General Liability CG 20 10 07 04 and CG 20 37 07 04 (or your carrier’s equivalent) to SMS Assist, preferably by electronic mail.
4. The Insurance Contracts must include a requirement that SMS Assist receives notice of a cancellation or termination at least thirty (30) days prior to the termination or cancellation of the Insurance Contract.
5. The Insurance Contracts must not contain any exclusion for any Work performed on behalf of SMS Assist, including any Work described in an Exhibit A to this Agreement, and this must be evidenced on the certificate of insurance provided to SMS Assist.

Insurance Agent Name: Ryan Dye
Insurance Agent phone number:

702-508-9253

EXHIBIT C

CERTIFICATION OF COMPLIANCE

Contractor represents and warrants that Contractor and its subcontractors, are in complete compliance with all requirements of the Immigration Reform and Control Act, as amended, the regulations promulgated thereunder, and the prohibitions against unfair immigration-related employment practices as defined at 8 U.S.C. Section 1324b, and the regulations promulgated thereunder (hereinafter collectively referred to as "IRCA"). Contractor further represents and warrants that all employees of Contractor's business and/or of its subcontractors utilized to perform services, were hired in compliance with IRCA and will continue to be employed in compliance with IRCA (including, but not limited to, timely I-9 re-verification when appropriate), and that each employee is authorized to be employed in the United States and will maintain such employment authorization for as long as the employee is utilized to perform services hereunder. Contractor further represents and warrants that Contractor is without knowledge of any fact that would render any employee, or subcontractor of Contractor, or employees of Contractor's subcontractor, ineligible to legally work in the United States; and that Contractor has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to Contractor's senior management.

Printed Name: Barry Finn

Signature: Barry Finn
Barry Finn (Jun 2, 2017)

Title: Owner

Date: Jun 2, 2017

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Finn Striping, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="radio"/> Individual/sole proprietor or single-member LLC <input type="radio"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="radio"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 6821 Conestoga Pkwy		Requester's name and address (optional)
	6 City, state, and ZIP code Pahrump, NV 89048		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	2		-	1	7	1	5	4	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <u>Barry Finn</u> <small>Barry Finn (Jun 2, 2017)</small>	Date ▶ 06/02/2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.