

business use) with minimum limits of: (a) \$250,000 per person; (b) \$500,000 per occurrence for bodily injury; and (c) \$100,000 for property damage; and (3) Workers Compensation in the state in which operations are being performed, including coverage for proprietors and partners where permitted by law, with statutory limits.

B. All Contractor's insurance shall be: (1) endorsed as primary coverage listing CCHW coverage as excess insurance; (2) occurrence-based; (3) non-contributory with our own insurance; and (4) provided by duly authorized carriers.

C. Contractor's coverage shall not be deemed a limitation on Contractor's liability hereunder, including, without limitation, damages for mold or improper services. You waive all rights, including subrogation, against CCHW and its agents, directors, employees, subsidiaries, and parent and affiliated companies for damages.

D. Contractor shall cause each Independent Contractor or sub-contractor to: (1) purchase and maintain insurance of the type and in the amounts listed above naming CCHW, its subsidiaries, and parent and affiliated companies as additional insureds; and (2) furnish certificates of insurance or copies of policies to CCHW. Certificate of Insurance should read as follows:

**Complete Care Home Warranty
and/or their Subsidiaries and Affiliates
936 Kings Highway
Brooklyn, NY 11223
ATTN: Contractor Relations**

VII. LICENSING

A. Contractor warrants and represents that: (1) the name on your license is consistent with the Contractor's signing of this Agreement; (2) any and all of its Contractor's licenses are held in the proper name of the individual and/or entity, (3) if applicable, is legally assigned to the business entity, in the form of business under which the business is registered; and (4) Contractor's form of business is proper and is appropriately set forth in this Agreement at the time of execution and at all times thereafter unless Contractor specifically notifies us of any such change.

B. Contractor will at all times obtain and maintain in good standing valid, current licenses and qualifications as required by applicable federal, state and local laws and regulations.

C. Contractor shall immediately provide us written notice of any changes with regard thereto including, without limitation, voluntary or involuntary license status, suspension, revocation, cancellation, lapse, disciplinary action, scope, type or change of name.

D. Contractor shall provide us with current copies of any and all applicable licenses and permits: (1) upon request; (2) upon execution of this Agreement; (3) within 15 days of any change in status, renewal, change of business form or other alteration; and (4) annually, regardless of whether any change in form, status or name has occurred. Contractor agrees that failure to do so shall be deemed a material breach of this Agreement.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend, at Contractor's expense, including expenses and attorney's fees, CCHW, its subsidiaries, parent and affiliated companies, and the agents, directors, and employees of CCHW, its subsidiaries, parent and affiliated companies against any and all actions, investigations, commenced or threatened claims, losses, liabilities, and/or damages (whether or not any indemnified party is a party thereto) alleged to have been incurred or caused, either directly or indirectly, by the acts or omissions of Contractor or any of its sub-contractors or Independent Contractors Claim in relation to any service call, any work performed, any denied or non-covered items, and/or any and all consequential damages arising out of, as a result of the performance of, and/or the attempted performance of services for our Customers. If the resolution of any Claim is reasonably expected to have a significant adverse effect on us or Contractor fails to assume the defense of such Claim within 15 days after receipt of notice of a Claim, then CCHW shall be entitled to control the defense, compromise, or settlement of such Claim (at Contractor's cost, risk and expense); provided, however, that such Claim shall not be compromised or settled without the written consent of you, which consent shall not be unreasonably withheld. If we assume the defense of the Claim, we will keep you informed of the progress of any such defense, compromise, or settlement. You shall be liable for any settlement of any

action effected pursuant to and in accordance with this section and for any final judgment, subject to any right of appeal.

XI. TERM & NOTICE

A. This Agreement shall remain in effect for one year commencing on the "Effective Date" and shall be automatically renewed for successive one year periods.

B. Either party may immediately terminate this Agreement at any time by giving written notice to the other party.

C. Contractor shall immediately notify us of Contractor's insolvency or bankruptcy.

D. If Contractor does not cure any breach under this Agreement within three days after receiving notice from us, then Contractor shall be in default of this Agreement and CCHW, at its sole discretion, may seek damages, including without limitation, court costs, attorney fees, and consequential and/or secondary damages.

E. Any notice or other written communication is deemed given: (1) three days after deposit in the U.S. Mail, postage prepaid; (2) if sent by facsimile (with date/time noted); (3) if sent by e-mail with request of Delivery Receipt; or (4) on the next business day if sent overnight by priority courier.

X. TRADEMARKS

Neither party shall use, modify, or change the trademarks, logo types, customer contracts or other commercial/promotional materials of the other party without such party's prior written consent.

XI. ASSIGNMENT

Contractor shall not assign or transfer any obligations under this Agreement without the prior written consent of CCHW may assign or transfer this Agreement, in whole or in part, as it deems appropriate.

XII. CONFIDENTIAL INFORMATION

Contractor understands that it may obtain non-public, personal information related to Customers. During or at any time after the termination of this Agreement, you shall not, except as necessary to provide services under this Agreement, use or disclose any confidential or proprietary information and/or trade secrets of CCHW or the Customers including, without limitation, non-public, personal information related to Customers, financial information, manuals and procedures, SWO information and/or related costs, pricing and rate information lists to Customers, or any information or materials provided to Contractor in confidence in connection with the performance of this Agreement.

XIII. SUBMISSION TO ARBITRATION

Any controversy or Claim arising out of or relating to this Agreement, including whether a particular dispute is arbitrable hereunder, shall be resolved by submission to binding arbitration with the American Arbitration Association in the State of New York. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation, contract, tort, common law, statutory, or regulatory duties or liability.

XIV. OTHER

This Agreement supersedes all prior Service and/or Operational Agreements along with any negotiations, proposals and/or understandings, and constitutes the entire understanding of the parties. This Agreement shall not be modified or amended in any manner except in writing, signed by the parties. The invalidity or unenforceability of any provision shall not affect the enforceability of the remaining provisions. Our failure to exercise any of our rights does not constitute a waiver of such right. To the extent such waiver is permitted by law, the parties waive trial by jury in any proceedings.

SIGNATURE: Quan Nguyen X

Name: Quan Nguyen

Company Name: Duct man mechanical

Date: 2-11-21

Send Complete Applications via Mail or Email: info@CompleteCareHomeWarranty.com

Complete Care Home Warranty • 936 Kings Highway • Brooklyn, NY 11223

info@CompleteCareHomeWarranty.com