



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Vendor I.D. No. _____ (For **CONCIERGE GROUP** Use Only)

Between:

CONCIERGE GROUP SERVICES, LLC 12600 Deerfield Pky. Suite 100 Alpharetta GA 30004 (Hereinafter called “ CONCIERGE GROUP ”)	SERVICER: FULL LEGAL NAME OF THE COMPANY _____ Address: _____ _____ Fed. ID or SS#: _____ Authorized representative: _____ d/b/a (Doing Business As) if any _____
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This Agreement sets forth the terms and conditions under which **CONCIERGE GROUP** agrees to purchase, and Servicer agrees to provide one or more of the commercial/residential, installation, maintenance, repair services and/or deliveries identified in Schedule A and detailed in the applicable Statements of Work (“SOW”) contained in **CONCIERGE GROUP**’ password protected log-in website (“Services”).

The parties agree as follows:

1. **Appointment.** Subject to the terms and conditions of this Agreement, **CONCIERGE GROUP** designates Servicer as one of its authorized Servicers to perform Services. Servicer accepts the appointment as an authorized **CONCIERGE GROUP** Servicer, and agrees to perform all Services as and when assigned to it.

Servicer understands that this is not an exclusive appointment. **CONCIERGE GROUP** may appoint multiple Servicers for one of its clients and/or appoint multiple Servicers who are located in the same area as Servicer; and may perform, the same or different Services. **CONCIERGE GROUP** does not guarantee any minimum amount of work or minimum amount of revenue to be earned by Servicers.

CONCIERGE GROUP may offer the same Service event to multiple Servicers. CONCIERGE GROUP will attempt to assign the Work to the first qualified Servicer who unconditionally accepts the assignment.

2. **Scopes of Work.** The SOWs for each of the Services listed in Schedule A are set forth on the **CONCIERGE GROUP** password protected login website, which may be copied electronically. The applicable SOW must be carefully and critically reviewed by Servicer before accepting any Order since SOWs are subject to change at any time by **CONCIERGE GROUP** without advance notice to Servicer. Other or different scopes of work shall be as specified in the Order, applicable Service manuals, equipment supplier specifications and guidelines, technical and/or service bulletins and other documentation provided from time to time by **CONCIERGE GROUP**, or the equipment supplier (collectively "the Work").

The parties acknowledge that a client of **CONCIERGE GROUP** may have service requirements that are different than and/or in addition to the requirements set forth in this Agreement. The Work to be performed for such clients shall be performed in accordance with the specific requirements of the client, which shall be provided and updated from time to time by **CONCIERGE GROUP** and will be in addition to, or in substitution of, the provisions of this Agreement.

3. **Relationship of the Parties.** Servicer shall, for all purposes, be considered an independent contractor. Servicer acknowledges and agrees that under no circumstances and for no purpose whatever shall Servicer or any of its employees or subcontractors be deemed to be an employee, partner or joint venture of **CONCIERGE GROUP**. **CONCIERGE GROUP** will not withhold any income tax, Social Security contributions or state disability insurance from payments of Servicer's invoices, nor will **CONCIERGE GROUP** make Social Security contributions on Servicer's account. At the end of the year Servicer will receive a form 1099 that will indicate all income received during the year January 1 through December 31.

All expenses and disbursements of whatever nature that may be incurred by Servicer in connection with the performance of this Agreement shall be borne wholly and completely by Servicer and **CONCIERGE GROUP** shall not, in any way, be responsible or liable therefor. Servicer does not have the right to hold itself out as having any authority to create any contract or warranty, express or implied, or incur any indebtedness or liability that is binding upon **CONCIERGE GROUP**.

4. **Client and Product Support.** Servicer will be fully supportive of the Systems and related products, the installation and other Services offered, as well as the Client and **CONCIERGE GROUP**. In particular, the Servicer will not make, or permit its employees or subcontractors to disparage, or make negative comments about **CONCIERGE GROUP**, **CONCIERGE GROUP**'s Clients or the Systems and products; or make any comparisons concerning quality, pricing, etc. to the customer. **Under no circumstances will the Servicer disclose to the customer any information concerning product or labor costs or the Servicer's installation fees paid by CONCIERGE GROUP hereunder.**

Servicer will on a timely basis update information to **CONCIERGE GROUP** event management system FieldcoreAi, including but not limited to the following:

- a. **Customer Service Issues: Customer no-shows; damaged part orders necessitating a reschedule; repairs or any other Service that did not resolve Customer's concern; non-accessible appliances; any delay from originally scheduled or postponed Service date.**
- b. Servicer Availability: Servicer must accurately load availability into the FieldcoreAi System immediately, including any vacations, scheduled time off or other circumstance that may lead to the inaccuracy of Servicer availability.
- c. **Servicer will update the status of Work Orders through the FieldcoreAi System and/or the CONCIERGE GROUP Call Center,**

*Confirm the day before the appointment to perform services that the Servicer will run as scheduled.

*If applicable, confirm on the day of the appointment that the Servicer is on way to pick up any needed product for delivery.

*Confirm that the Servicer made a "call ahead" to the customer on the day of the appointment.

*Confirm that the Servicer is on site at customer location.

*Confirm that the job has been completed including parts ordered, parts shipped, customer schedule and job completed according to Service Level Agreement established by program.

5. **Duties of Servicer.** Servicer agrees as follows:

- a. Servicer will call Customer on day of appointment to confirm arrival time and notify **CONCIERGE GROUP** inc of any issues.
- b. Servicer will perform all Work at a quality level that meets the equipment manufacturer and/or client's standards then in effect. (As an independent Servicer, the particular procedures, methods and means of performing work will be determined by Servicer, provided that they conform to the above standards and are performed in a good and workmanlike manner.)
- c. Servicer will perform all Work in accordance with the equipment manufacturer's instructions, including installation bulletins, repair bulletins and other relevant information sources, and in compliance with the National Electric Code and all applicable laws, rules and regulations.
- d. Servicer will use only parts, accessories and materials which are to be supplied by Servicer, that comply with the equipment manufacturer's information and instructions, **CONCIERGE GROUP** installation bulletins, OEM repair

bulletins and other relevant information sources. Certain programs may require specialty parts, accessories and materials must be purchased from **CONCIERGE GROUP** or **CONCIERGE GROUP**' client as required and if available.

- e. Servicer represents that the Servicer's business complies with all federal, state, and local laws, and maintains at Servicer's expense all necessary licenses and permits. Servicer must provide **CONCIERGE GROUP** with copies of all licenses and permits and provide evidence of renewals thereof before their expiration.
- f. **CONCIERGE GROUP** shall have the right, in its sole discretion, upon notice to the Servicer to prohibit Servicer from using any particular person or persons to perform Services and in such case **CONCIERGE GROUP** may require that such person or persons immediately cease performing Services.

ADDITIONAL DUTIES SET FORTH IN **CONCIERGE GROUP**' PASSWORD PROTECTED LOG-IN WEBSITE AND /OR IN THE ON-BOARDING PACKET, INCLUDING ANY APPLICABLE SERVICE GUIDELINES:

- 6. **Conduct and Qualifications.** In the performance of its obligations hereunder, Servicer (including its employees and Service Providers (defined below) will (i) be knowledgeable in all aspects of the Services; (ii) be knowledgeable regarding all applicable safety regulations and practices; (iii) **be licensed under all applicable laws, rules and regulations and be permitted for the specific order**; (iv)) not have a history of dangerous or harassing behavior; (vi) not make disparaging comments about **CONCIERGE GROUP** or any client or their respective products, services, employees, or otherwise make comments that reflect adversely on **CONCIERGE GROUP** or any client; and (vii) be courteous and respectful to and professional with a client's customers, agents, and employees; and (viii) **under no circumstances disclose to the customer any information concerning product or labor costs or the installation fees and payment terms hereunder.** "Service Provider" means any individual who actually performs the Services hereunder.
- 7. **Uninstalled and De-installed Products.**
 - a. **Return of Uninstalled Products.** Any product that, for any reason whatever, is not installed at the installation location of the Customer must be returned to the Client, store or distribution center where it was picked up within one (1) business day following the failed installation. The failure to return the product within the time limit will result in an assessment of the full retail price of the product; termination of this Agreement; and may be turned over to the appropriate authorities for criminal prosecution.
 - b. **Delivery of De-installed (old) Products.** In order to assure proper disposal of any product that is de-installed for replacement of the new Product must be delivered to the Customer's local distribution center. Failure to deliver the replaced product will result in an assessment of the full retail value of the newly installed product and may result in termination of this Agreement.
- 8. **Background Investigations and Drug Testing.** Servicer and its employees and authorized subcontractors are not permitted in Customer premises unless they have successfully passed drug and alcohol testing. No use of tobacco products is permitted on or about customer's property. Servicer represents that no Servicer employed or subcontracted (as authorized) by its business possess any criminal record that suggests a dangerous or threatening behavior and represents that Servicers have successfully completed annual identification, driver and criminal background checks as required by **CONCIERGE GROUP** or **CONCIERGE GROUP**' client. Servicer authorizes **CONCIERGE GROUP** and its clients to perform their own background investigations of a minimum of 7 years, including Social Security trace, criminal history and driving history checks from time to time. Any criminal charges or alcohol or drug related driving charges shall be reported to **CONCIERGE GROUP** immediately. .

Servicer's Background Investigations will include, at a minimum and to the extent permitted by law, the following:

- (1) a search for
 - (a) felonies recorded within at least seven years of the date of the background Investigation (the "Felony Search Period") and
 - (b) a search for misdemeanors recorded within at least five years of the date of the Back ground Investigation (the "Misdemeanor Search Period") both in the county in which the individual resides as of the date on which he/she submits the job application or enters into a relationship with Servicer;
- (2) a search for felonies and misdemeanors recorded during each of the Felony Search Period and the Misdemeanor Search Period within the National Criminal File, which contains multiple criminal record repositories of criminal records covering all fifty states, including a search of a Fugitive File and Government Watch list; and
- (3) verification that the social security number provided by the individual is valid in the records of the Social Security Administration. Subject to applicable law, Servicer will not assign a Service Provider to perform Services if the Service

Provider is found to have been convicted (x) during the Felony Search Period of a felony or (y) during the Misdemeanor Search Period of a misdemeanor offense that involves crimes that are job related or are against persons or property, or (z) during either the Felony Search Period or Misdemeanor Search Period of conspiracy to commit any of the above type of offenses. In addition, Servicer will not, and will not allow any Service Provider to perform Services who is under the influence of alcohol or illegal drugs.

Servicer agrees that its employees and authorized subcontractors will complete and pass a 5 panel urine drug screening, which screening can be audited at the request of **CONCIERGE GROUP** or a client, prior to performing Services for a client. The drug screening will include, but will not be limited to: Amphetamines, Cocaine, Phencyclidine (PCP), and Opiates. No positive drug screening test results are allowed.

9. **Fees.** **CONCIERGE GROUP** agrees to pay Servicer a flat fee for each Service in accordance with the applicable Fee Schedule set forth on the password protected part of **CONCIERGE GROUP**' login Website and of o-boardign packet. If the customer requests services and/or items of equipment that are not included in the Work Order ("Add On Sales"), Servicer shall, in each instance, obtain the approval from **CONCIERGE GROUP** prior to undertaking such Add On Sales. No Add On Sales may be undertaken or charged to the customer without **CONCIERGE GROUP**' prior approval. Failure to report and receive approval of Add On Sales will result in a chargeback to the Servicer of 150% of the total value of undocumented Add On Sales, and may result in termination of this Agreement.

When applicable, the labor rate charged to the customer for Add On Sales of labor shall be the labor bill rate specified on the password protected part of **CONCIERGE GROUP**' login Website, and the Servicer will be paid the labor fee rate as specified. The price for equipment included in an Add On Sale shall be the price agreed upon between the Servicer and the customer, provided that the price shall not exceed the reasonable fair market value of such equipment, and in no event shall exceed any suggested list price set forth in the Installation Related Add On Equipment Price List contained on the password protected part of **CONCIERGE GROUP**' login Website. Servicer will be reimbursed for each Add On sale of equipment in accordance with the Installation Related Add On Equipment Price List.

Taxes. The fees include taxes, including VAT, sales, excise, gross receipts and withholding taxes, universal service fund fees, and any similar tax or tax-like charges levied by any duly constituted authority or any government imposed fees or surcharges which may be applicable (collectively, "Taxes"), all of which Servicer agrees to pay and which will be invoiced to **CONCIERGE GROUP** in accordance with local law, excluding tax on Servicer's income.

The applicable Fee Schedule must be carefully reviewed by Servicer before accepting any Order since **CONCIERGE GROUP** has the right to change one or more applicable fees without prior notice to Servicer.

9. **a. Rewards and Assessments Program.** **CONCIERGE GROUP** may from time to time adopt one or more Awards and Assessment Programs designed to recognize Servicers who perform well and to create a focus on customer satisfaction in the field. The Programs, when put into effect, as well as applicable Reports will be contained in **FieldcoreAi**. **CONCIERGE GROUP** may in its sole discretion amend, revise or cancel all or part any program at any time without prior notice.
10. **Payment.** Unless otherwise provided in the applicable SOW, Servicer will invoice **CONCIERGE GROUP** weekly. All invoices will be paid in accordance with current policies or if none net 30 days. Each Service shall be separately invoiced and shall include the date completed, description of the Work, Servicer account number, equipment serial number, the amount to be paid, and shall be signed by customer and Servicer confirming satisfactory completion of the Work.
11. If **CONCIERGE GROUP** provides a form for invoicing and/or customer acknowledgment, such form will be the only form accepted by **CONCIERGE GROUP**. Invoices that are not submitted with all required information within 10 days of completed date will not be paid. In every instance where the Servicer is responsible for collecting **CONCIERGE GROUP**' charges directly from the customer, **CONCIERGE GROUP** may deduct from any open invoices the difference between **CONCIERGE GROUP**' charges and the Servicer's fee. At **CONCIERGE GROUP**' option, or, if there are no open invoices to deduct against, **CONCIERGE GROUP** will send an invoice to the Servicer due on receipt.

CONCIERGE GROUP may withhold payment or charge back Servicer because of (a) failure by Servicer hereunder to carry out the work as required under the applicable Work Order; (b) third party claims (including customer or Client claims), or reasonable evidence indicating probable filing of such claims, related to the work performed by Servicer hereunder; or (c) failure by Servicer to follow other invoicing procedures established by **CONCIERGE GROUP** for installation services.

12. **Warranty.** Servicer represents and warrants that all Services, including warranty service exchange will be performed in a good and workmanlike manner, and will satisfy all of Statements of Work, (SOWs) and the manufacturer's installation and Service requirements. Servicer will promptly correct any errors or defects in installation Services for a period of two (2) years and repair Services for a period of ninety (90) days from the date of completed installation at no cost to **CONCIERGE GROUP** or the customer. The warranty period for Servicer provided parts in connection with Installation services or repair services shall be for ninety (90) days from the date of original installation at no cost to **CONCIERGE GROUP** or the

customer. In addition, Servicer shall be responsible for any missing or damaged equipment or missing or damaged customer property. The Servicer shall not make any other representation, guaranty or warranty, express or implied, to the customer. Systems, products, equipment and parts sold or distributed to Servicer shall only be as warranted by the manufacturer. Servicer shall respond to a warranty related complaint **within 24 hours and resolve it within 2 business days of receipt** of the complaint. If Servicer fails to timely respond and resolve a warranty related complaint, **CONCIERGE GROUP** may assign the matter on immediate notice to another Servicer and charge the cost and expenses to the Servicer.

13. **Confidential Business Information.** All customers and all leads and prospects resulting from Servicer's performance of Work belong to **CONCIERGE GROUP** or **CONCIERGE GROUP'** clients. Servicer agrees that the following information, however disclosed, is confidential and proprietary to **CONCIERGE GROUP** and/or **CONCIERGE GROUP'** clients ("Confidential Information"). Any and all information about customers, including, but not limited to, information relating to **FieldcoreAi** information management system and its functionality, components and displays, research and development, selling and marketing names, addresses, telephone numbers, account numbers, customer lists, demographic, financial transaction and equipment purchase information; and any and all information about **CONCIERGE GROUP'** Servicers, Servicers and subcontractors, installation fees, installation terms, processes and procedures; work product and information, pricing and pricing information, cost and costing information, billing, servicing, supplies and supplier information, business plans, techniques, strategies, finances and marketing and sales.
14. **Records.** Servicer shall use Confidential Information only as necessary to perform its obligations under this Agreement. Servicer shall restrict disclosure of Confidential Information to its employees, agents or authorized subcontractors who have a need to know such information to perform its obligations hereunder and who have first agreed to be bound by the terms of this Section. Servicer is liable for any unauthorized disclosure or use of confidential information by any of its employees, agents or subcontractors. Servicer shall indemnify and hold **CONCIERGE GROUP** harmless from any unauthorized use or disclosure of Confidential Information by Servicer, its employees, agents or subcontractors. Within ten (10) Days after receiving **CONCIERGE GROUP'** written request, Servicer shall destroy in such a manner that it cannot be retrieved or return (as instructed by **CONCIERGE GROUP**) any materials containing Confidential Information.

Keep and maintain accurate business records concerning all financial and other data relevant to the Work (including copies of Customer approvals and agreements) provided under this agreement for not less than three (3) years after the termination of the Servicer relationship, which records are subject to inspection by **CONCIERGE GROUP**, **CONCIERGE GROUP'** Clients or their agents or representatives upon immediate notice.

15. **Insurance and Indemnity.** Servicer will at all times during the term of this Agreement maintain the insurance described in **Schedule C**. Servicer's insurance shall be PRIMARY and required to respond to claims prior to any other coverage. Servicer ("Indemnifying Party") shall indemnify, defend and hold harmless, **CONCIERGE GROUP**, its clients* and its clients' customers and their respective affiliates, officers, directors, employees and agents (collectively the "Indemnified Party") from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, judgements, and other expenses (including but not limited to cost or defense, settlement, and reasonable attorney's fees), or whatever type of nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons, which are asserted against, incurred, imposed upon or suffered by the indemnified Party by reason of, or arising or based upon, occasioned by or in connection with (a) Servicers performance or failure to perform any of its duties hereunder (b) any loss or damage to real and personal property and/or personal injury occurring during or as a result of Servicer's performance or failure to perform the Services or while on the customer's property (c) the violation of any law, rule, regulation or authority by the indemnifying Party and its officers, directors, employees, agents or Subcontractors, (d) an actual or alleged claim of infringement by the Indemnifying Party of a third party intellectual property right, including but not limited to patent, copyright, trade secret or other property or contract right of any other entity or person; € the performance or nonperformance of this Agreement, including a breach of warranty or failure to perform by the Indemnifying Party and its officers, director, employees, agents, Subcontractors; (f) any product or accessory provided by the Indemnifying Party, (g) the alleged or directors, employees, agents or subcontractors. *Clients include without limitation the "key clients" listed on the **CONCIERGE GROUP'** website.
16. **Other Business/Non-Compete.** Servicer may provide Services to others, except that it will not, for the term of this Agreement and for one year thereafter, directly or indirectly, on its own behalf or on behalf of any other service network or anyone else, provide or arrange to provide Services for any client (including but not limited to the key clients listed on **CONCIERGE GROUP'** website) with whom **CONCIERGE GROUP** now has a relationship or has had a relationship at any time during the term of this Agreement. Servicer agrees that in addition to **CONCIERGE GROUP'** right to enjoin and restrain such activity, Servicer will pay **CONCIERGE GROUP** liquidated damages in the amount of \$95.00 for each installation or service performed in violation hereof. Servicer further agrees not to interfere with any Client relationship or **CONCIERGE GROUP'** opportunity to re-establish such relationships. Servicer may request a written waiver to exclude a specific Client account from all or part of the above restrictions, which **CONCIERGE GROUP** may grant or deny in its sole

discretion.

Nothing in this section shall prevent Servicer from selling and distributing equipment from its own well-established business enterprise and, directly on its own account, performing Services in respect of equipment that it sells and distributes from such business enterprise.

Servicer acknowledges that the violation of any of the provisions of this Section will cause irreparable loss and harm to **CONCIERGE GROUP** which cannot be reasonably or adequately compensated by damages in an action at law, and, accordingly, that **CONCIERGE GROUP** will be entitled, without posting bond or other security, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed a waiver or impair the right of **CONCIERGE GROUP** to obtain the liquidated damages provided for in this Section.

17. **Arbitration.** Concierge Group requires Home Delivery Services are subject to Arbitration set forth in Schedule B. For purposes of this Agreement, Servicer agrees to be bound by the Arbitration Agreement and Class Action Waiver set forth by Concierge Group and included on Schedule B.
18. **No Solicitation or Conflicts of Interest.** While performing Services pursuant to this Agreement, Servicer and its subcontractors and employees will: (i) act exclusively in the interests of **CONCIERGE GROUP** and the client, provided however that, except as provided in Section 15, this shall not prevent Servicer from acting as an independent contractor for others; (ii) not recommend, influence, or otherwise persuade any person to purchase any product sold by a competitor of **CONCIERGE GROUP** or the client, and (iii) not offer to sell, sell, lease, or transfer any product not purchased from a client's store except items aiding in the performance of Services. Nothing in this Section shall prohibit Servicer from recommending to Customers or potential customers the appropriate parts and accessories sold by **CONCIERGE GROUP** or the client.
19. **Waiver of Liens.** In no event shall Servicer, or anyone working for or on behalf of Servicer (a) file, or threaten to file, a lien or a claim against a customer or Client; (b) charge or in any way encumber the property of a customer; or (c) in any way seek to secure payment from the customer, except as specifically permitted under this Agreement. In the event of any dispute with **CONCIERGE GROUP** related to the services provided hereunder, Servicer agrees that it shall seek recourse only against **CONCIERGE GROUP** and Servicer agrees to promptly pay and discharge any liens, claims or charges filed by or on the behalf of any of its laborers, subcontractors, material suppliers or any other third party with whom Servicer has engaged related to the provision of the services hereunder.
20. **Term of Agreement.** This Agreement will begin on the effective date set forth above, and shall continue until terminated as follows: (a.) **By either party with or without cause, upon 14 days' written notice***; (b.) By **CONCIERGE GROUP** immediately in the event the ownership or the Servicer changes or Servicer attempts to assign or transfer this Agreement or any obligation under this Agreement; or (c.) By **CONCIERGE GROUP** immediately if Servicer fails to comply with any of its obligations under this Agreement.

* The failure of the Servicer to give proper written notice of termination shall result in a \$1,000.00 termination charge.

21. **Assignment.** This Agreement contemplates personal service by the Servicer and may not be assigned, subcontracted, sublicensed or encumbered, directly or indirectly, without the prior consent of **CONCIERGE GROUP**. If Servicer subcontracts Work without **CONCIERGE GROUP**' consent **CONCIERGE GROUP** may, in addition to its other legal remedies, engage the subcontractor as an **CONCIERGE GROUP** Inc Servicer regardless of any restriction in any agreement between the Servicer and subcontractor. **CONCIERGE GROUP** may assign the Agreement or subcontract its duties and obligations without notice or consent of Servicer.

22. **Miscellaneous.**

- a. Notices by **CONCIERGE GROUP** may be given by regular mail, e-mail or other electronic means, bulletin or telephonically.
- b. This Agreement is executed and delivered within the State of Georgia and its construction, performance and interpretation shall be governed by the laws of the State of Georgia.
- c. All monetary amounts set forth in this Agreement and the Schedules shall mean U.S. currency and payments shall be made in U.S. currency.
- d. Except as otherwise provided herein, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and cancels and supersedes any previous and contemporaneous contracts, agreements or understandings between the parties regarding the Work. Except for Fees, Scopes of Work and Systems and products,

modifications, which may be modified by **CONCIERGE GROUP** on immediate notice to the Servicer, this Agreement may not be modified except by an instrument in writing signed by the parties.

I have reviewed, understand and agree to the terms and Conditions set forth above and on Schedules attached.

Authorized Signature of Servicer

Title
Date:

This Agreement becomes effective when approved by an authorized representative of CONCIERGE GROUP in Alpharetta, Georgia.

Approved by CONCIERGE GROUP

“

“

Title
Date:

SCHEDULE A

List of Services

Service is not required to provide all the services listed

Appliances

Cooktops
Dishwashers
Garbage Compactor
Ovens - built in and free standing Over the
Range Microwaves
Ranges – built in and free standing
Refrigerator Water Lines
Refrigerators – built in and free standing
Sink Disposals
Under the counter Ice Makers
Various forms of kitchen ventilation
Warming Drawers
Window / Wall Air Conditioners Water
Heaters

Electronics

Antennas

Automation (home, business) products

AV Components

Cabling/Wiring

CCTV Systems

Central Processing Units

Desktop PC's

Digital Signage

Electrical Outlets

Electronic Whiteboards

External Devices

Home Theater systems

Internal Devices Kiosks

MDU/SMATV Systems

Modems

Monitors

Network Storage (SAN, NAS)

Notebook PC's

Operating Systems

Point of Sale product

Printer/Multifunction

Projectors

Home Products

Bed
Frames
Elliptical
Machines
Exercise
Bikes
Home
Gyms
Mattress and Box
Spring Sets Patio
Furniture
Treadmills

Routers Satellite

Radios

Security Systems (monitored/non-monitored)

Electronics Cont'd

Server

Software

Applications

Speakers

Televi

sions

TV

Stands

VOIP

Telephony

Workstations

SCHEDULE B

ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

Workers Performing Deliveries to Concierge Group Customers

This Arbitration Agreement applies to workers, whether employees or independent contractors, who are engaged by third parties to deliver appliances and/or other to Concierge Group customers. Under this Arbitration Agreement, any past, present or future covered claims that you, as a third party worker, may have against Concierge Group, or that Concierge Group may have against you, are subject to binding arbitration before a neutral arbitrator. This means that all such claims may not be brought in court and may not be decided by a judge or jury, but rather may only be decided in arbitration.

For purposes of this Arbitration Agreement, “Concierge Group” means Concierge Group Services LLC, and all of its subsidiaries, affiliates, and agents, and all employee benefit plans Concierge Group sponsors. You and Concierge Group are referred to as the “Parties” to this Arbitration Agreement.

This Arbitration Agreement is governed by the Federal Arbitration Act.

Covered Claims

Except as otherwise provided in the “Claims not Covered” section, all claims between you and Concierge Group that arise out of or relate to your work performing deliveries to Concierge Group customers are covered by this Arbitration Agreement and therefore must be arbitrated; such claims may not be brought in court or in another forum other than arbitration. **This means that you and Concierge Group waive all rights to a trial in court, including to a jury trial.** You retain the right to file a complaint with a government agency, however, as described below.

Covered claims include claims against any current or former officer, director, shareholder, agent or employee of Concierge Group that relate to your delivery services to Concierge Group customers, including any claims that Concierge Group is your co-employer or joint employer. Covered claims include all claims arising under common law, tort, contract, statute, regulation, or ordinance, including for example:

- claims of fraud, promissory estoppel, or breach of contract;
- claims of wrongful termination of employment, violation of public policy, constructive discharge, infliction of emotional distress, misrepresentation, defamation, or unfair business practices;
- claims under any federal, state, or municipal statutes, regulations, wages orders or ordinances, including laws that prohibit discrimination, harassment, or retaliation in employment, such as Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement and Income Security Act, or any state labor code including the California Labor Code;
- claims for employee benefits under any of Concierge Group’s employee benefit plans;
- claims for non-payment or incorrect payment of wages, overtime or other premium payments, expense reimbursements or fringe benefits, whether such claims are pursuant to alleged contract or any federal, state, or local laws; and
- claims related to the alleged failure to provide required meal or rest breaks, or to comply with any other provision of any wage order or other applicable wage and hour law.

Claims Not Covered

Any claims that by law cannot be subject to mandatory arbitration are not covered by this Agreement. Therefore, representative claims under the California Private Attorney General Act (PAGA) are not covered by this Agreement.

Right to File Administrative Charges/Complaints

Nothing in this Arbitration Agreement prohibits you from filing a charge/complaint with the U.S. Equal Employment Opportunity

Commission, the National Labor Relations Board, the U.S. Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local government agency. Such agency may investigate the charge or complaint, but you may not bring any lawsuit in court based on such charge or complaint, but rather must bring such claim in arbitration under this Arbitration Agreement.

Nothing in this Arbitration Agreement is intended to excuse either Party from the requirement to exhaust administrative remedies (e.g., filing an EEOC charge) before making a claim in arbitration. Rather, all administrative remedies that would be required to be exhausted before filing an action in court must be exhausted before the Party may initiate a claim in arbitration.

Class, Collective and Representative Action Waiver

All covered claims under this Arbitration Agreement must be brought in a Party's individual capacity, and not as a purported class, collective or representative proceeding. Claims may not be joined or consolidated in arbitration with disputes brought by other individuals, unless agreed to in writing by the Parties.

The arbitrator's authority to resolve disputes and make awards under this Arbitration Agreement is limited to disputes between: (i) an individual third party worker and Concierge Group; and (ii) an individual third party worker and any current or former Concierge Group officers, directors, employees and agents, if such individuals are sued for conduct arising out of the third party worker's services to Concierge Group customers.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration.

Final and Binding Arbitration

The arbitration of disputes and claims under this Arbitration Agreement will be instead of a court trial before a judge and/or a jury; this Arbitration Agreement is a waiver of the Parties' right to bring a claim in court. The arbitrator's decision will be final and binding on both Concierge Group and you.

Arbitration Procedures

The arbitration will be conducted in accordance with the applicable Arbitration Rules of the American Arbitration Association (AAA) in effect at the time the dispute arises, to the extent not inconsistent with the terms of this Arbitration Agreement. If the claim alleges an employment relationship with Concierge Group, the AAA employment arbitration rules will apply; if not, the AAA commercial arbitration rules will apply. The Rules may be found on the internet at www.adr.org. A copy of these Rules is also available upon request from Concierge Group.

The arbitrator may award any remedies available to a party under applicable law, but may not award any remedies that would not have been available under applicable law if the claim had been brought in court.

A court of competent jurisdiction will have the authority to enter a judgment upon the award made pursuant to arbitration.

Costs of Arbitration

If the claim alleges an employment relationship with Concierge Group, Concierge Group will pay the arbitrator's fees; if not, the arbitrator's fees will be allocated according to the AAA commercial arbitration rules.

If you are the party initiating the claim, you are responsible for paying the applicable filing fee to initiate a claim. Concierge Group and you will each pay its/your own attorneys' fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator will have the authority to make an award of attorneys' fees as required or permitted by applicable law.

Severability

If any term of this Arbitration Agreement is determined to be unenforceable, such term will be considered severed, and the remainder of this Arbitration Agreement will not be affected by such unenforceability but will remain in full force and effect, as if the unenforceable term had not existed. However, if the class, collective, or representative action waiver is found to be unenforceable in a particular case, any class, collective or representative action must proceed in court and not in arbitration.

Resolution of Arbitrability

Any dispute as to the arbitrability of a particular issue or claim under this Arbitration agreement is to be resolved in arbitration. If for any reason the class, collective and representative action waiver is found to be unenforceable, any class, collective, or representative action may only be heard in court and may not be arbitrated under this Arbitration Agreement. A court of competent jurisdiction will have the authority to enter a judgment upon the award made pursuant to arbitration.

Place of Arbitration

Any arbitration must be held within 50 miles of where you were last assigned to work for or at Concierge Group, unless the Parties otherwise agree.

Costs of Arbitration

If you are the party initiating the claim, you are responsible for paying the applicable filing fee to initiate a claim. Concierge Group and you will each pay its/your own attorneys' fees incurred in connection with the arbitration, and the arbitrator will not have authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator will have the authority to make an award of attorneys' fees as required or permitted by applicable law.

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Resolution of Arbitrability

Any dispute as to the arbitrability of a particular issue or claim under this Arbitration agreement is to be resolved in arbitration. If for any reason the class, collective and representative action waiver is found to be unenforceable, the class, collective, or representative action may only be heard in court and may not be arbitrated under this Arbitration Agreement.

Changes to this Arbitration Agreement

Concierge Group may make changes to this Arbitration Agreement with reasonable advance notice to you. Any changes will not apply retroactively to claims arising before the changes are communicated to you, but rather will only apply to claims arising after such changes are communicated to you.

SCHEDULE C
INSURANCE REQUIREMENTS

Independent Contractors

All Servicers must furnish a Certificate of Insurance evidencing the following minimum coverages or other underlying limits with insurance companies rated "A-VIII" or better by AM Best.

Commercial General Liability

Bodily Injury &	\$1,000,000	Each Occurrence
Property Damage	\$1,000,000	General Aggregate
	\$1,000,000	Completed Operations/ Products Aggregate

The Certificate must include coverage for Completed Operations/Products Liability and Blanket Contractual Liability coverages. **CONCIERGE GROUP must be endorsed as an Additional Insured, per forms CG2010 04/13 AND CG2037 04/13 (or their equivalent) for Commercial General Liability Insurance.**

All customers are listed as additional insured with respect to General Liability. General Liability is hereby endorsed including completed operations by Concierge Group, it's affiliates. All customers are listed as additional insured with respect to Auto Liability. Waiver of Subrogations is included on Auto Liability and General Liability in favor of Concierge Group, it's affiliates and customers. Coverage under General Liability and Auto Liability is considered Primary and Non-contributory.

No Water Damage Exclusion on General Liability.

No residential/habitational exclusions on General Liability.

30 Day Notice of Cancellation to the certificate holder is included on all policies.

Commercial Automobile Liability – covering all owned, hired and non-owned vehicles, including loading and unloading of Product.

Bodily Injury &	\$1,000,000	Each Person
Property Damage	\$1,000,000	Each Occurrence
	\$1,000,000	Each Occurrence
	\$1,000,000	Combined Bodily Injury and Property Damage Limit

Workers' Compensation

The Certificate should show coverage in compliance with Workers' Compensation Statutes for your State. If Servicer's State does not require Servicer to carry Workers' Compensation insurance, but Servicer has elected to do so, the Certificate of Insurance should show the elected coverage.

<u>Employer's Liability</u>	\$100,000	Each Accident
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Cancellation Each policy shall provide that it will not be canceled, non-renewed or materially amended except after thirty (30) days advance written notice to **CONCIERGE GROUP**, mailed to the address indicated herein, and the policy, policy endorsements or certificates of insurance shall so state.