

SUBCONTRACTOR AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2016, by and between Complete LED, LLC an Ohio limited liability company having its principal office at _____ (the "Company" or "Complete LED") and _____, having its principal office at _____ (the "Contractor").

WHEREAS Contractor is in the business of installing LED lighting (the "Services"); and COMPLETE LED desires Contractor to provide the services to COMPLETE LED and its customers upon the terms and conditions set forth below;

NOW, THEREFORE in consideration of the mutual promises and of the mutual covenants herein contained, COMPLETE LED and Contractor mutually agree as follows:

1. Services

Upon request, Contractor shall perform the Services which COMPLETE LED shall submit to Contractor from time to time.

1.1. All Contractor work will be done under the COMPLETE LED name, and as such; Contractor will represent themselves as extensions of the COMPLETE LED support staff. However, neither COMPLETE LED nor Contractor is the legal representative of the other, and Contractor's personnel are not the employees of COMPLETE LED. Except upon prior written consent of COMPLETE LED, Contractor will not have the authority to bind or commit COMPLETE LED in any manner.

1.2. Contractor will provide all tools and incidental supplies required for performing the Services, as well as the cost of any lodging or other expenses related to Contractor's travel, room and board while performing the services, regardless of the location of the job site. COMPLETE LED shall provide the LED lighting components.

1.3. All information exchanged shall be deemed confidential. As such, Contractor shall not provide any documents, memos, pricing data, or other information related to the Services to any COMPLETE LED customer or any third party without first obtaining COMPLETE LED's written consent. Contractor agrees that no license or right is granted to Contractor either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or execute any of the Confidential information or any of the Proprietary or trade secret information of COMPLETE LED, either during or after the term of this Agreement except by the express terms of this Agreement. Contractor shall not receive and there is not conveyed by COMPLETE LED any ownership of any rights, titles, or interests in material designated by COMPLETE LED as Confidential information, or as trade secret or proprietary.

1.4. Neither COMPLETE LED, Contractor, nor their respective personnel, shall interfere with the other's business operations. As such, COMPLETE LED and Contractor will not conduct business in any way that adversely affects the other's reputation or good will.

- 1.5. On the same day worked basis, Contractor will report to COMPLETE LED updates regarding their progress on any ongoing projects under contract with COMPLETE LED. Contractor will utilize COMPLETE LED's current Project Management system for logging updates, issues, and project related data.
- 1.6. The Services to be provided hereunder shall be as described upon Exhibit A, attached hereto, and as supplemented with additional exhibits which may be attached hereto at a future time, relating to additional projects. Terms contained on individual exhibits, when in conflict with the terms of this Agreement, shall supersede conflicting terms in this Agreement.

2. Term and Termination

This Agreement will commence when it has been fully executed by authorized representatives of both parties, and will continue until either party gives the other party thirty (30) days advance written notice of its intention to terminate this Agreement.

- 2.1. At the election of COMPLETE LED, COMPLETE LED may also terminate this Agreement immediately by providing written notice to Contractor of (a) Contractor's breach of any term or condition of this Agreement, (b) Contractor's breach of any term or condition of a General Contract for Services, or (c) any good cause for termination, including without limitation any act or omission contrary to law or constituting fraud.
- 2.2. Upon termination of this Agreement for any reason, Contractor will cease all activities on COMPLETE LED's behalf, and will cease using COMPLETE LED's name and all service marks owned by COMPLETE LED directly or indirectly in connection with Contractor business and will not use any other names so nearly resembling that of COMPLETE LED or any such service mark as would be likely to create confusion or to deceive the public.

3. Compensation

- 3.1. COMPLETE LED will pay Contractor for all billable services upon proof of satisfactory completion within ten (10) days after receipt of payment by the customer. This is to ensure that the work has been completed to the customer's satisfaction and there are no outstanding issues. To expedite the billing process, Contractor is encouraged to provide COMPLETE LED with timely invoices and Daily Status Reports. Receipt of payment from the customer is a condition precedent to payment of Contractor. In the event that the customer withholds payment for other reasons outside the services hereunder, COMPLETE LED will work towards a good faith solution to any undisputed item(s) within 30 days, and make any appropriate payment once the matter is resolved.
- 3.2. Contractor shall provide lien waivers to COMPLETE LED together with its invoices, and agrees that final payment shall be withheld until such lien waiver is provided.
- 3.3. Contractor shall make no changes in the work required by this Agreement without the written direction of COMPLETE LED. If changes in work are required by COMPLETE LED, Contractor shall deliver written notice to COMPLETE LED prior to commencing

such additional work of any claim Contractor has for additional compensation for such additional work. Contractor's failure to provide COMPLETE LED with such written notice constitutes Contractor's agreement that no additional compensation is due.

- 3.4.** If after termination of this Agreement, COMPLETE LED retains another qualified person or company to complete or remedy any unfinished work, Contractor's compensation shall be limited to the amount which corresponds to the percentage of completion at the time of the termination minus 25%, and limited to COMPLETE LED's receipt of payment by customer with respect to the portion of Contractor's work completed prior to termination.

4. Facilities and Security

To the extent that Contractor may require access to COMPLETE LED and/or COMPLETE LED Customer/s premises, Contractor will comply with COMPLETE LED's and customer's security procedures and rules with respect to access to such premises and use of such facilities. Contractor shall provide two workers to perform the Services in any lockdown area.

5. Confidentiality and Proprietary Rights

5.1. Contractor acknowledges that all information relating to COMPLETE LED or COMPLETE LED's customers which may be disclosed to or developed by Contractor during the term of this Agreement or any General Contract for Services, and all pricing information, sales, reports, documents, designs, manuals, programs, artwork, routines, subroutines, listings, software and other materials, ideas and work product relating to COMPLETE LED, COMPLETE LED's customers or Contractor's activities hereunder (the "Proprietary Information"), in whatever form and whether or not developed by Contractor, are and will be the sole property of COMPLETE LED, will be considered works made for hire, and are and will constitute valuable trade secrets of COMPLETE LED. Contractor further acknowledges that COMPLETE LED would neither enter into this Agreement nor permit the involvement of Contractor unless COMPLETE LED were assured that Contractor would hold all such Proprietary Information in confidence. Contractor will hold the Proprietary Information in strictest confidence, will take reasonable security precautions to safeguard the Proprietary Information from theft or from access by unauthorized persons, and will not, directly or indirectly, for any reason, disclose or divulge any Proprietary Information to any person other than to COMPLETE LED and its employees.

5.2. Contractor agrees that any and all specifications, applications, routines, subroutines, techniques, systems, programs, ideas, formulae, software and discoveries developed or created in whole or in part by Contractor in the performance of Contractor's duties under this Agreement (collectively the "Programs"), whether or not eligible for copyright, patent, trademark or other protection, will be the sole and exclusive property of COMPLETE LED, and Contractor warrants that there are no items which it wishes to exclude from the scope of this Paragraph, unless specified by written addendum herein.

5.3 Prohibition on becoming engaged or employed by customers. During any time that Contractor or its Personnel are providing Services under a Contract for Services for COMPLETE LED's customers and for one year after the last day of billings by Contractor

for such customer, Contractor agrees that it shall not, directly or indirectly through a third party, become employed by or serve as a consultant or independent contractor as it relates to lighting solutions for COMPLETE LED's customer.

5.4 Prohibition on providing competitive Services. During any time that Contractor or its Personnel are providing Services to a COMPLETE LED customer and for one year after the last day of billings by Contractor for any such customer, Contractor agrees that it shall not, directly or indirectly through a third party, provide services in competition with COMPLETE LED to (A) COMPLETE LED's vendors or subcontractors, (B) the customers or accounts of COMPLETE LED that Contractor worked with through a Contract for Services with COMPLETE LED, (C) the customers or accounts of COMPLETE LED about which Contractor had access to Confidential Information, or (D) the prospective customers or accounts of COMPLETE LED for which Contractor had access to Confidential Information related to COMPLETE LED's attempts to solicit those prospective customers' or accounts' business.

5.5 Prohibition on interfering with vendors, subcontractors, and business partners. For one year after the termination of this Agreement for any reason, Contractor agrees that it shall not, directly or indirectly through a third party, interfere with, encourage, or induce any of COMPLETE LED's customers, vendors, subcontractors, or business partners to terminate, reduce, or restrict their relationship or contractual obligations to COMPLETE LED. For purposes of Paragraph 5.4 and 5.5, "vendors," "subcontractors," and "business partners" shall include individuals or business entities that provided services or products to COMPLETE LED at the time Contractor was providing Services for COMPLETE LED.

5.6 Prohibition on soliciting COMPLETE LED's Employees. During any time that Contractor is providing services to COMPLETE LED's customers and for one year after the last day of billings by Contractor to COMPLETE LED, Contractor shall not directly, or through a third party, hire or attempt to hire, engage or attempt to engage as an independent contractor, or otherwise solicit or encourage any Employee of COMPLETE LED to perform services for any business other than COMPLETE LED. For purposes of Paragraph 5.6, "Employee" means any person who is employed by COMPLETE LED or any person who had been employed by COMPLETE LED at any time during the one year period prior to such attempt to hire or engage that Employee.

5.7 Contractor's restrictions on its employees and contractors. Contractor agrees that it shall obtain a written, executed restrictive covenant agreement ("Restrictive Covenant Agreement") from each of its employees and contractors that assists or provides Services under this Agreement. The Restrictive Covenant Agreement shall (a) prohibit each such employee and contractor from undertaking any of the acts for which Contractor is prohibited from doing pursuant to Paragraphs 5.1 through 5.6.1 and (b) designate COMPLETE LED as an intended third party beneficiary with full rights to enforce those prohibitions.

6. Remedies.

Contractor acknowledges that monetary damages alone would be inadequate to compensate the Company for any breach by Contractor of the covenants set forth in Paragraphs 5.1 through 5.7 of this Agreement. Therefore, Contractor agrees that for any breach or threatened breach of the restrictions in Paragraphs 5.1 through 5.7, COMPLETE LED shall be entitled to obtain a temporary, preliminary and/or permanent injunction against Contractor, without bond, to prohibit the breaches or threatened breaches of those restrictions. In addition, Contractor agrees that COMPLETE LED shall also be entitled to recover the actual damages incurred due to Contractor's breaches, including (a) the costs to identify, recruit, and replace the any COMPLETE LED's employee or replacement contractors, (b) any of COMPLETE LED's lost profits resulting from the services Contractor provides to, by, or through a customer, prospective customer, vendor, or subcontractor, (c) the costs and reasonable attorneys' fees incurred by COMPLETE LED to seek enforcement of this Agreement, and (d) a reasonable portion of any liquidated damages occasioned by Contractor's actions or delay, which COMPLETE LED may be required to pay to customer under its prime contract.

7. No Waiver.

The waiver by the Company of the breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

8. Indemnification

Contractor agrees to defend and indemnify COMPLETE LED, its officers, employees, directors, and shareholders, and hold COMPLETE LED harmless from and against any and all claims, demands, liabilities, losses, costs, and damages, including without limitation court costs and reasonable attorney's fees, which COMPLETE LED or any of its officers, employees, directors, or shareholders may incur or suffer as a result of any breach by Contractor of any term or provision hereof. This paragraph will remain in full force and effect after the termination of this Agreement.

8. Liability Insurance

Contractor shall obtain and maintain general liability insurance from an insurance company licensed in the State of Ohio with single limit coverage of \$500,000, combined limit \$1,000,000, or an amount approved by Complete LED. Complete LED shall be named as additional insured under such insurance policy, and Contractor shall provide a certificate of such insurance to Complete LED prior to the Effective date and prior to the expiration date of each policy term.

9. Notices

All notices required by this Agreement will be in writing, will be personally delivered, facsimiled, or mailed to the other party at the address set forth in the first paragraph of this Agreement, or such other address subsequently provided to the other party by written notice, and will be deemed effective upon personal delivery to the other party or three (3) days after mailing if mailed with sufficient postage and properly addressed.

10. Entire Agreements and Amendments

The parties acknowledge that they will enter into a separate Contract for Services for each COMPLETE LED's customer that Contractor's personnel will work with pursuant to this Agreement. This Agreement, all customer Contract for Services, which shall be deemed exhibits hereto, and the Contractor's employees' Restrictive Covenant Agreements contain the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior and concurrent discussions, negotiations, commitments, understandings and agreements relating thereto are superseded hereby. Any special provisions mutually agreed to by the parties attached to this Agreement are incorporated into this Agreement as though set forth at length herein, and in the event of any conflict between such, then the special provision will prevail. This Agreement may not be modified or amended except by a writing signed by the parties hereto. Nothing herein shall be deemed to preclude COMPLETE LED from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with the services provided under this Agreement.

11. Independent Contractor Relationship

It is the parties' intention that Contractor and its Personnel be independent contractors under this Agreement. This Agreement will not be construed as a partnership or joint venture between the parties, and COMPLETE LED will not be liable for any obligations incurred by Contractor, including but not limited to any contract or agreement of employment. Contractor acknowledges that Contractor is not eligible for any COMPLETE LED benefits including, but not limited to, worker's compensation or unemployment insurance benefits of COMPLETE LED by reason of Contractor's engagement under this Agreement. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of the other party.

12. Time of the Essence.

Time is of the essence in this Agreement, and Contractor shall conform to COMPLETE LED's contract with customer and the schedules contained therein. Contractor shall coordinate access times with the customer and other contractors, if any, working on the project.

13. Governing Law and Assignment

The laws of the State of Ohio govern this Agreement, and any claim or controversy between the parties shall be venued in the Cuyahoga County Court of Common Pleas or the United States District Court for the Northern District of Ohio. This agreement shall inure to the benefit of COMPLETE LED's successors and assigns. Without the prior written consent of COMPLETE LED, Contractor may not sell, assign, transfer or encumber its rights under this Agreement, nor delegate its obligations hereunder.

IN WITNESS WHEREOF, the undersigned authorized representatives have executed this Agreement as of the date first stated.

COMPLETE LED, LLC

Contractor

By: _____

Its: President

Its: _____

Date: _____

Date: _____

EXHIBIT A

Contractor Scope of Work

Customer: _____

Site: _____

Project: Replace and refurbish all existing lighting with LED per drawing attached

Contact:

Cost: not to exceed _____.

Services:

1. Provide quote including start and completion date, number of labor hours and cost for Complete LED approval;
2. Obtain product at _____--;
3. Deliver product to the job site and secure it, either in a trailer or inside the facility, with the consent of the customer.
4. Track each item installed and report at project end;
5. Box up and track, deliver removed lighting and ballast to _____.
6. Source and install drop ceiling connectors and tiles, per code, as needed.
7. Clean work area on a daily basis, so that the site is left neat at the end of the day. Clean glass lenses in rooms.
8. Collect and dispose of all scrap metal in container provided. (Contractor may retain and remove for own use, if desired).
9. Return any unused product to the warehouse.