



CONTRACT FOR SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made to be effective as of _____, 2025, Between Polsinelli's LLC, DBA Edge Green Cleaning, a limited liability company ("Polsinelli's"), and _____ ("Contractor").

Recitals

WHEREAS Polsinelli's/Edge is engaged in the business of providing home cleaning and organizational services to its clients, and Contractor possesses knowledge and/or abilities which Edge requires; and

WHEREAS Edge desires to engage Contractor, pursuant to and in accordance with Polsinelli's agreement with its customer.

NOW, THEREFORE, the parties agree as follows:

1. Services; Warranty. Contractor agrees to provide to Edge customer, on behalf of Edge, the services identified on the Scope of Work attached as Exhibit A, on the terms and conditions set forth herein and on Exhibit A. Contractor may utilize any employees of Contractor deemed necessary or appropriate by Contractor to perform such services, provided such employees of Contractor have been screened and approved by Edge, prior to the provision of any services. Contractor warrants that the services to be provided hereunder, will conform to the specifications set forth on Exhibit A, and applicable industry standards and protocols.

2. Compensation. Edge will pay Contractor for all services rendered at a per job rate that is negotiated. Contractor shall keep accurate records of the time expended performing services under this Agreement. Contractor will submit invoices each Monday by 8am for the residential services completed the prior week. (All invoices are paid 1 week in the rear). Commercial contractors will submit invoices by month's end for that completed month of commercial services. (Pay schedule for each commercial site is determined based on the client billing). Client is the final arbiter of payment for services

such that if client reasonably deems the work to be unsatisfactory and refuses to pay for said services, then Contractor will not be entitled to compensation from Company.

3. Termination. This Agreement shall terminate one year from signing, or completion of the services to be rendered by Contractor, provided, however, that either party may terminate this Agreement (a) upon fourteen (14) days advance or written notice to the other at any time; or (b) immediately upon written notice in the event of breach by the other; or termination date of 1 year, agreement with its customer; or failure of Edge to pay invoices within fourteen (14) days of receipt.

4. Relationship Between Parties. The Contractor shall be an independent contractor (1099) with respect to all services to be provided to the Company hereunder and nothing contained in this Agreement is intended to create an employment relationship, partnership, joint venture or any other relationship between the parties other than that of independent contractor. It is understood that, as an independent contractor, the Contractor shall have the right and responsibility to control and determine the means of performing the services to be provided to the Company. The Contractor shall not have any authority to represent or bind the Company in dealings with third parties and the Contractor shall not hold himself out to third parties as having any relationship to the Company other than that of an independent contractor. The Company shall not be responsible for, and the Contractor shall be solely responsible for, the payment of any health or life insurance, pension or other benefits, workers' compensation or similar payments with respect to the Contractor or any person employed by the Contractor to assist the Contractor in performing the obligations hereunder and for the payment or withholding of income, employment or other taxes with respect to the Contractor or any such evidence as the Company may reasonably request that the Contractor has satisfied such obligations.

I, _____, hereby acknowledge that I will be performing services as an independent contractor and that I am NOT an employee of Edge. I, _____, hereby acknowledge that Edge will not withhold any amounts from my pay for taxes, FICA, unemployment, workers compensation, or any other program or government and I am solely responsible for making such payments, as necessary.

Signature

5. Performance of Services. Contractor may utilize cleaning products of their own choosing so long as they meet the requirements of Edge that all products be “green”. Contractor understands that Edge agreement with its customers is based on the assurance of “green”, environmentally friendly products and any use of non-conforming products will constitute a breach of this agreement. Contractor will be assigned certain clients of Edge and can establish the day and time for provision of services with consent of the client. Contractors are not authorized to wear any clothing that bears their company logo and must adhere to Edge Green Cleaning’s request for approved attire.

6. Authority. Contractor will make no representation to any persons or entity which purports to be that of Edge, nor will Contractor make statements for attribution to Edge.

7. Confidentiality. During the Term and at all times thereafter, the Contractor shall not disclose to third parties, distribute, publish or otherwise make use of any Confidential Information of the Company or of any Company Client; provided, however, that the Contractor may make use of Confidential Information of the Company or a Company Client during the Term to the extent (and only to the extent) necessary to provided services to the Company. As used in this Agreement, the term Confidential Information shall mean all information of the Company or of any Company Client that is not known to the general public including, without limitations, (i) all information regarding the Company’s clients and prospective clients; (ii) all information regarding the Company’s employees and Contractor s; (iii) all information regarding any person or entity who has submitted an application to the Company or otherwise requested the Company to locate a position for such person or entity as an employee or independent Contractor , either on a temporary or permanent basis; (iv) all business plans, strategies, fees schedules, know-how, processes, formulae, data, discoveries, inventions, developments, designs, techniques, new products, trade secrets, marketing techniques and plans, contracts, customer and vendor information and lists of the Company or any Company; (vi) all information contained in the Assets (as defined in Section 8) and (vii) all files, computer or other records containing any of the foregoing. The Contractor acknowledges and agrees that a breach of this Section 6 by the Contractor will cause the Company irreparable harm for which there is not an adequate remedy at law. Accordingly, in addition to any other remedies available to the Company at law or in equity, the Company shall be entitled to an injunction to restrain the Contractor from disclosing, in whole or in part, any Confidential Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed.

All information, records, notes, data, memorandum, materials, strategies, knowhow, data, trade secrets, marketing techniques, contracts, customer and supplier lists, financial information, files, and computer or other records created, generated,

developed, conceived or purchased by the Contractor, either alone or jointly with others, in the course of or arising out of the Engagement or resulting from his use of equipment, facilities or technology owned, lease or licensed by the Company or any Company client (collectively, the "Assets") shall, as between the parties, at all times be and remain the sole and exclusive property of the Company. The Contractor hereby assigns to the Company the Contractor's entire right, title and interest in and to any such Assets (including, without limitation, all copyright, trademark, patent and similar rights) and, upon the Company's request, shall promptly execute a specific assignment of title to the Company and do anything else reasonably necessary to enable the Company to secure and enforce trademarks, patents, copyrights and other rights in such Assets. Upon termination of the Company's engagement of the Contractor for any reason, or at any time upon request of the Company, the Contractor shall immediately deliver to the Company all such Assets that are in his possession or under his control along with all records, notes, data, memorandum and equipment belonging to the Company or any client of the Company that are in the Company's possession or under his control.

8. Tools, Supplies, Expenses. Contractor shall provide, at Contractor's expense, all tools, supplies and materials required for Contractor to perform the services hereunder, and Contractor shall pay all expenses associated with providing such services.

9. Solicitation of Customers. The Contractor agrees and covenants that during the Term and for a period of twelve (12 months) thereafter, the Contractor will not directly or indirectly engage in any business of soliciting any customer or employee of the Company or its Clients customers associated with this agreement (the "NonSolicitation Period"). Should the Contractor become employed by Client or one of Company's customers, during the Non-Solicitation Period, it is agreed that the Company shall be recognized as the sole agent to these negotiations. The Company shall charge a minimum contingency fee of 25% on all services performed during the NonSolicitation period and the Client or Company's customer shall be responsible to pay this fee. .

10. No Outside Sales. The Contractor will not have any contact with Edge clients regarding any products or services that the contractor offers or sells on the side. Edge clients will not be pitched any product recommendations, service recommendations or any information shared about said product or service. No sales of any kind will be pursued between contractor and Edge clients.

11. Federal Taxpayer Identification Number. Contractor's Federal Taxpayer Identification Number is _____.

12. Insurance; Indemnification. Contractor shall provide Edge with evidence and certificates of such property, liability and other insurance coverage, as required by Polsinelli's from time to time, and at all times during the term of this Agreement Contractor

shall maintain in force the following insurance policies: (i) commercial general liability coverage on an occurrence basis with limits of no less than \$300,000.00 combined single limit per occurrence and \$1,000,000.00 in aggregate; (ii) auto liability for owned, nonowned, and hired automobiles with limits of no less than \$1,000,000.00 combined single limit, and (iii) Worker's Compensation as required by the State of Ohio. Contractor shall indemnify and hold Edge, its owners, officers, employees and agents harmless from any and all claims, debts, liabilities or obligations, including reasonable attorneys' fees, arising out of or in connection with Contractor's performance under or breach of this Agreement.

13. Services to Others. Contractor shall be free to provide services to any other person or entity at any time, except that Contractor shall not, directly or indirectly, during the term of this Agreement and for a period of one (2) year thereafter, provide services or products of the same or similar type as provided by Edge to any customer of Edge for which Contractor provided services hereunder.

14. Reasonableness of Restrictions. Contractor acknowledges and agrees that the covenants and restrictions imposed by this Agreement are fair and reasonable and are reasonably required for the protection of Edge. In the event that any of the provisions of this Agreement relating to the covenants and restrictions shall be determined by a court of competent jurisdiction to be unenforceable, the covenants and restriction shall, for purposes of this Agreement, be reduced to the maximum that such court deems valid and enforceable.

15. Breach. Contractor agrees that any breach of the terms of Sections 9, 11, and 12 of this Agreement will result in irreparable injury and damage to Edge for which Edge would have not adequate remedy at law, and, therefore, Contractor agrees that in the event of said breach or any threatened breach, Edge shall be entitled to an immediate injunction and restraining order, without the posting of any bond, to prevent such breach and/or threatened breach and/or continued breach by Contractor and/or any and all persons and/or entities acting for and/or with Contractor, without having to prove damages; and, that Edge shall be entitled to all costs and expenses, including reasonable attorneys' fees and costs, in addition to any other remedies to which Edge may be entitled at law or in equity. The terms of this paragraph shall not prevent Edge from pursuing any other available remedies for any breach or threatened breach hereof, including but not limited to the recovery of damages from Contractor.

16. Assignment; Waiver; Amendment. No assignment, modification, amendment, or waiver of any of the rights or obligations under, or provisions of this Agreement shall be valid or enforceable unless in writing and signed by all the parties hereto. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach or in default herein.

17. Successors and Assigns. This Agreement shall be binding on the parties' legal representatives, heirs, successors, and assigns.

18. Entire Agreement. This Agreement reflects the entire understanding of the parties regarding its subject matter, supersedes any prior agreements, understandings or discussions.

19. Survival. The covenants set forth in Sections 9, 12, and 14 shall survive the termination of this Agreement.

20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio.

21. COVID 19 Agreement. Agent must comply with Edge COVID19 agreement.

22. Damages on job site: Sub-contractor is responsible for all damages that they cause while on a job site. Edge is not responsible for any damages and is not held liable for any litigation, penalties or replacement costs.

23. Keys and Entry to Job Site. Contractor acknowledges the following key and entry agreement.

1. Contractor is responsible for the keys and codes for each client until they are not contracted for the job any longer. Key agreement for each site will be on file.
2. Contractor will not make any duplicates of keys or share a client's code with anyone.
3. Access codes and keys are property of Edge and are not to be kept by Contractor. Any sharing or duplication of codes or keys is grounds for immediate termination of all contracts and Contractor is responsible for any fees or legal action from shared information.
4. Contractor is responsible for any keys misplaced or lost and will provide new locks of the same value in the home or office immediately with a vendor the client or Edge chooses, at only Contractor's expense and at no expense to Edge. Every lock that the key opens will be replaced.
5. Upon termination or leaving the company, Contractor acknowledges that all keys need returned to Edge within 24 hours of the termination date. Contractor will no longer access job sites and will delete all record of security codes and secure information about job sites.
6. Upon breach of any of items 1-5, Contractor will be legally and financially responsible for legal fees associated with enforcement and that any costs associated may be deducted from any final payment check outstanding. Contractor is financially obligated to the client and Edge to replace keys and locks, security systems and legal fees.

WARNING: THIS IS A CONTRACT AND YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU ARE ENCOURAGED TO HAVE THIS CONTRACT REVIEWED BY AN ATTORNEY OR OTHER LEGAL EXPERT BEFORE SIGNING. BY SIGNING

BELOW YOU ACKNOWLEDGE THAT YOU UNDERSTAND THE TERMS OF THE AGREEMENT, THAT THEY ARE REASONABLE, AND THAT YOU INTEND TO BE BOUND BY THEM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands to duplicate copies hereof on the day and year first above written.

Polsinelli's, LLC DBA Edge Contractor

By: _____

By: __

Title: _____

Title: _____

Date: _____

Date: _____