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The Art Of Construction Is The Science Of Engineering ®

**January 1 / 2025**

## **MVP GENERAL CONTRACTOR & BIM CONSTRUCTION LLC**

AT ROCKEFELLER CENTER 1270 AVENUE OF THE AMERICAS, 7<sup>TH</sup>  
FLOOR MANHATTAN NEW YORK 10020



### **Subcontractor Prequalification Package**

#### **1. Introduction**

MVP General Contractor & BIM Construction LLC is committed to partnering with qualified subcontractors who meet our high standards for safety, quality, and compliance. This package outlines the requirements and procedures for subcontractor prequalification and agreement.

#### **2. Prequalification Requirements**

To be considered, subcontractors must provide the following:

##### **Company Information:**

- Legal company name (as per W-9 or equivalent tax form).
- Headquarters address and contact information.
- Dun & Bradstreet number and rating (if applicable).

##### **Licenses and Certifications:**

- Valid state and local trade licenses.
- Sales tax registration numbers.
- Unemployment insurance numbers (if applicable).

### **Insurance Requirements:**

- General Liability Insurance: Minimum \$1,000,000 per occurrence.
- Workers' Compensation Insurance: As per state law.
- Automobile Liability Insurance: Minimum \$500,000.
- Additional insured endorsements naming MVP General Contractor & BIM Construction LLC.

### **Financial Information:**

- CPA-prepared financial statement (preferred).
- Line of credit letter from your bank.

### **References:**

- Three supplier references (name, contact person, and contact details).
- Three contractor references with similar project experience.

### **Safety Documentation:**

- Safety Program documentation.
- OSHA 300 logs or equivalent for the last three years.
- Experience Modification Rate (EMR) verification for the past three years.

### **Additional Policies (if available):**

- Environmental, Social, and Governance (ESG) program details.
- Published environmental targets.

- Modern slavery and human trafficking policy.
- Business ethics policy.

### **3. Scope of Work**

The subcontractor agrees to execute all work as outlined in the project documents, including:

- Plans, specifications, and Division 0/1 requirements.
- Protection of adjacent structures during work.
- Compliance with site logistics plans provided by MVP.

### **4. Submittal Requirements**

Subcontractors must submit:

1. A detailed Schedule of Values broken down by phase or area.
2. Progress payment applications supported by conditional lien waivers.
3. Shop drawings and submittals per project specifications.

### **5. Contractual Obligations**

The subcontractor acknowledges:

1. Site Examination: They have reviewed the project site and documents to account for all relevant conditions affecting their work.
2. Lump Sum Pricing: Contract price is fixed; no escalations for labor or materials will be allowed unless explicitly stated in the contract.

3. Safety Compliance: Adherence to OSHA standards and MVP's safety policies is mandatory.

## 6. Submission Process

Complete the prequalification process by providing all required documents via our secure submission platform. Incomplete submissions will not be reviewed.

## 7. Agreement Signatures

By signing below, the subcontractor agrees to comply with all terms outlined in this package.

MVP General Contractor & BIM Construction LLC

Name: \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: \_\_\_\_\_

Subcontractor

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This professional package ensures compliance with industry standards while fostering a transparent partnership with subcontractors.

# NEW YORK NON-DISCLOSURE AGREEMENT (NDA)

I. **THE PARTIES.** This New York Non-Disclosure Agreement ("Agreement") created on \_\_\_\_\_, 20\_\_\_\_ is by and between:

1<sup>st</sup> Party: \_\_\_\_\_ ("1<sup>st</sup> Party"), with a mailing address of \_\_\_\_\_, and

2<sup>nd</sup> Party: \_\_\_\_\_ ("2<sup>nd</sup> Party"), with a mailing address of \_\_\_\_\_.

The 1<sup>st</sup> Party and 2<sup>nd</sup> Party are each referred to herein as a "Party" and, collectively, as the "Parties."

This Agreement is made by the Parties to prevent the unauthorized disclosure of confidential and proprietary information. The Parties agree as follows:

II. **TYPE OF NDA.** (check one)

☐ - **Unilateral.** This Agreement shall be considered unilateral. Therefore, the 1<sup>st</sup> Party shall have sole ownership of the Confidential Information, with the 2<sup>nd</sup> Party being prohibited from disclosing confidential and proprietary information that is or has been released by the 1<sup>st</sup> Party.

☐ - **Mutual.** This Agreement shall be considered mutual. Therefore, both Parties shall be prohibited from disclosing confidential and proprietary information that is or has been shared between one another.

III. **PURPOSE.** The purpose of this Agreement is for: (check one)

☐ - **Employment**

☐ - **Contract Work** (contractor, consultant, etc.)

☐ - **Business Partnership**

☐ - **Sale of a Business**

☐ - **Other.** \_\_\_\_\_.

IV. **CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications and other business information, relating to the Party's business, assets, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other material prepared by or in the possession or control of the other Party, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

- (a) information generally available to the public;
- (b) widely used programming practices or algorithms;
- (c) information rightfully in possession of the Parties prior to signing this Agreement; and
- (d) information independently developed without the use of any of the provided Confidential Information.

**V. OBLIGATIONS.** The obligations of the Parties shall be to always hold and maintain the Confidential Information in the strictest of confidence and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a “need to know” basis. If any such Confidential Information shall reach a third (3<sup>rd</sup>) party, or become public, all liability will be on the Party that is responsible. Neither Party shall, without the written approval of the other Party, publish, copy, or use the Confidential Information for their sole benefit. If requested, either Party shall be bound to return any and all materials to the Requesting Party as soon as possible.

This Section shall not apply to the 1<sup>st</sup> Party if this Agreement is Unilateral as marked in Section II.

**VI. TIME PERIOD.** The bounded Party's(ies') duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

**VII. INTEGRATION.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

**VIII. SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the Parties.

**IX. ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.

**X. GOVERNING LAW.** This Agreement shall be governed under the laws in the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**1<sup>st</sup> Party's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

**2<sup>nd</sup> Party's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Print Name** \_\_\_\_\_

# NEW YORK SUBCONTRACTOR AGREEMENT

**I. The Parties.** This Subcontractor Agreement ("Agreement") made on \_\_\_\_\_, 20\_\_\_\_, is between \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Subcontractor") both of whom agree as follows:

**II. The Client.** The Subcontractor acknowledges that any work performed under this Agreement must be in accordance with the latest version agreement(s) ("Prime Contract") made between the Contractor and \_\_\_\_\_ with a mailing address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Client").

**III. Services Provided.** Subcontractor agrees to complete the following: \_\_\_\_\_ ("Services").

**IV. Subcontractor Responsibilities.** Subcontractor shall be responsible for providing the following when performing their Services: **(choose all that apply)**

☐ - **Labor** – Including, but not limited to, employees, subcontractors and any other individuals or agents.

☐ - **Materials** – Including, but not limited to, all supplies and products.

☐ - **Equipment** – Including, but not limited to, machinery, accessories, or devices.

☐ - **Travel** – Including, but not limited to, ensuring that the above-mentioned Responsibilities are provided at the Location mentioned in Section V.

☐ - **Other:** \_\_\_\_\_

Subcontractor shall not be responsible for any aforementioned items that are not selected unless otherwise stated in this Agreement.

**V. Location.** The primary location for the Services completed by the Subcontractor shall be: **(choose one)**

☐ - \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Location").

☐ - Determined at a later time by the Contractor ("Location").

**VI. Commencement Date.** The Subcontractor shall be permitted to begin the Services on \_\_\_\_\_, 20\_\_\_\_ (“Commencement Date”).

**VII. Completion.** The Subcontractor will be required, unless otherwise stated under the terms of this Agreement, to complete the Services: (**choose one**)

☐ - By the Specific date of \_\_\_\_\_, 20\_\_\_\_.

☐ - In accordance with industry standards.

☐ - Other: \_\_\_\_\_

**VIII. Payment Amount.** Payment for the Services shall be as follows: (**choose one**)

☐ - \$\_\_\_\_\_ for the Services (“Payment”).

☐ - At an hourly rate of \$\_\_\_\_ per hour (“Payment”).

☐ - Other: \_\_\_\_\_ (“Payment”)

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Client or another person for whom a claim may be submitted, including but not limited to, claims for failure to pay, an extension of time, impacts, delay damages, or extra work, the Contractor shall present the Subcontractor's claim to the Client or other responsible party provided the Subcontractor presents to Contractor competent supporting evidence and in sufficient time for the Contractor to do so. The Subcontractor shall cooperate fully with the Contractor in any and all steps the Contractor takes in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expenses, including legal expenses, incurred by the Contractor which arise out of the Contractor's submission of the Subcontractor's claims to the Client or other responsible party(ies). The Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

**IX. Payment Method.** Payment shall be made by the Contractor to the Subcontractor as follows: (**choose one**)

☐ - Immediately upon completion of the Services to the satisfaction of the Contractor.

☐ - Within \_\_\_\_ business days after completion of the Services to the satisfaction of the Contractor.

☐ - Shall be paid on a ☐ **weekly** ☐ **monthly** ☐ **quarterly** ☐ **other** \_\_\_\_\_ basis. If the Subcontractor completes the Services to

the satisfaction of the Contractor, before the full amount or balance has been fully paid, any remaining amount shall be payable immediately.

☐ - Other: \_\_\_\_\_

Satisfaction of the completed Services by the Subcontractor shall be completed within a reasonable time period. "Satisfaction" shall be a determination, in good faith, made by the Contractor and in accordance with commonly accepted industry standards.

If the Contractor, Client, or other responsible party delays in making any payment to the Contractor, from which payment to Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined in relation to relevant circumstances, but shall in no event be less time than required for Contractor, Contractor's sureties, and Subcontractor to pursue a conclusion to their legal remedies against the Client or other responsible party to obtain payment, including, but not limited to, mechanics' lien remedies.

**X. Subcontracting.** The Subcontractor shall have: (**choose one**)

☐ - **Right to Subcontracting:** Subcontractor may subcontract, either part or in whole, the Services authorized under this Agreement. The Subcontractor shall be required to obtain a written agreement from each subcontractor that is the same or comparable to the following Sections of this Agreement and to be approved, in writing, by the Contractor.

☐ - **No Right to Subcontracting:** Subcontractor may not subcontract, either part or in whole, the Services authorized under this Agreement.

**XI. Assignment.** Subcontractor ☐ **shall** ☐ **shall not** have the right to assign any rights under this Agreement or any part of the Services issued herein. Subject to the foregoing, this Agreement shall be binding upon the parties' heirs, executors, successors and assigns.

**XII. Insurance.** The Contractor ☐ **shall** ☐ **shall not** require the Subcontractor, along with each of its subcontractors, to have insurance set forth in this Section under the following terms and conditions before commencing Services:

**A.) Coverage Types: (choose all that apply)**

☐ - **General Liability Insurance:** Subcontractor shall carry minimum primary General Liability Insurance for the following amounts:

- a.) \$ \_\_\_\_\_ Combined Single Limit: Bodily Injury +  
Property Damage;
- b.) \$ \_\_\_\_\_ Personal Liability Injury;
- c.) \$ \_\_\_\_\_ Aggregate for Products-Completed  
Operations; and

d.) \$\_\_\_\_\_ General Aggregate (This shall apply separately to the Services provided by the Subcontractor).

☐ - **Vehicle Liability Insurance:** \$\_\_\_\_\_ minimum required insurance policy on all owned, hired, and non-owned vehicles of the Subcontractor for combined single limit liability for each accident affecting incurring bodily injury and/or property damage.

☐ - **Excess Liability Insurance:** \$\_\_\_\_\_ minimum required insurance policy for anything other than General Liability or Automobile coverage.

☐ - **Additional Insurance Requirement:** Client, Contractor, and any other entity which the Contractor is required to name as an additional insured under the Prime Contract shall be named as additional insureds under the General Liability Insurance required by this Section and any such insurance afforded to the additional insureds shall apply as primary insurance. Any other insurance maintained by the Client or Contractor shall be excess insurance and shall not be called upon to contribute to Subcontractor's primary or excess insurance carrier's duty to defend or indemnify unless required by law. The excess insurance required above shall also afford additional insured protection to Client and Contractor. This Section shall in no event be construed to require that additional insured insurance coverage be provided to a greater extent than permitted under the statutes or public policy governed under State law.

B.) **Certificates of Insurance.** Certificates of insurance, and the required additional insured and other endorsements, including waivers of subrogation shall be furnished to Contractor before the performance of any Services.

C.) **Maintenance/Cancellation of Insurance.** There will be no cancellation or reduction of coverage of any required insurance without thirty (30) days' written notice to the Contractor. Such notice may be sent by the Subcontractor's insurance carrier, insurance broker, or the Subcontractor.

D.) **Waiver of Subrogation.** Subcontractor waives all rights against Contractor, Client, other subcontractors, and their agents.

E.) **Exclusions.** The above insurance coverages are operations by or on behalf of the Subcontractor providing insurance for bodily injury, personal injury, and property damage for the limits of liability indicated, including but not limited to, coverage for (1) the premises and operations; (2) products and completed operations; (3) contractual liability; (4) construction means, methods, techniques, sequences, and procedures, including safety and field supervision. Such coverage shall not be subject to any of the following limiting or exclusionary endorsements: subsidence or earth movement, prior acts or work, action over – precluding indemnity for passive acts of Contractor

contributing to injury of a Subcontractor's employee, contractual limitation – eliminating cover for assumed liability, supervisory or inspection service limitation, insured vs insured cross suits, clauses terminating coverage after a specific period of time, residential or habitational limitation if the Services include residential or habitational work, classification limitation voiding coverage for work not specified, defense inside limits provision, and sub-subcontractor insurance coverage exclusions for failure to satisfy coverage conditions.

**XIII. Resolution of Disputes.** If a dispute arises concerning the provisions of this Agreement or the performance of any of the parties mentioned, the parties hereby agree to settle the dispute by equally paying for one of the following: (**choose one**)

☐ - **Binding Arbitration** as regulated under the laws in the State where the Services are being performed. The parties agree to accept the final decision made by the Arbitrator.

☐ - **Non-Binding Arbitration** as regulated under the laws in the State where the Services are being performed. The parties have the right to not accept the decision of the arbitrator; in such event, the dispute shall be solved by litigation.

☐ - **Mediation** as regulated under the laws in the State where the Services are being performed. The parties agree to enter into negotiations, in good faith, and through a neutral mediator in an attempted to resolve the dispute. If a resolution to the dispute cannot be made by mediation, the parties agree to enter into ☐ **binding arbitration** ☐ **litigation**.

If the parties have a dispute, regardless of which of the above are checked, the Contractor may, before, during, or after any arbitration or mediation, take any steps required by law to preserve or secure any lien on the property to enforce payment of monies due. Specifically, the Contractor may record one or more lien certificates in the appropriate Registry of Deeds and may commence legal action to enforce and preserve any lien as provided under State law.

Completion, as determined under this Section, may be changed if the Services cannot begin or end due to circumstances beyond the control of the Contractor, including but not limited to, lack of readiness of the Location, unavailability of building materials, or any other issues considered outside the control of the parties in this Agreement.

**XIV. Termination.** During the course of this Agreement: (**choose one**)

☐ - **No Rights to Terminate:** No party has the right to terminate this Agreement unless mutually agreed upon in writing by Contractor and Subcontractor.

☐ - **Contractor ONLY Has the Option to Terminate:** Contractor may, at any time and for any reason, terminate Subcontractor's Services hereunder at the Contractor's convenience with at least \_\_\_\_ business day(s) notice. In the event

of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion, plus \_\_\_\_% of the actual cost of the completed work for overhead and profit.

☐ - **Subcontractor ONLY Has the Option to Terminate:** Subcontractor may, at any time and for any reason, terminate their Services hereunder at the Subcontractor's convenience with at least \_\_\_\_ business day(s) written notice to the Contractor. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion. In such termination, Subcontractor shall not be entitled to any claim or lien against the Contractor, Owner or anyone else for any additional compensation or damages.

☐ - **Both Parties Have the Option to Terminate:** Contractor or Subcontractor may, at any time and for any reason, terminate this Agreement for convenience with at least \_\_\_\_ business day(s) notice. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination in approved units of work or percentage of completion.

**XV. Claims.** If any claim is made by the Contractor or Subcontractor in connection with a Change Order or regarding any related issue with this Agreement or the performance of Services and/or Services to be provided, either party shall have the right to submit written notice of such claim through certified mail with return receipt. After receipt of a written claim by either party of this Agreement, the parties shall have \_\_\_\_ business day(s) to correct the claim prior to seeking a resolution under the instructions in Section XIII.

**XVI. Change Orders.** Any alteration or deviation from the Services mentioned or any other contractual specifications that result in a revision of this Agreement shall be executed and attached to this Agreement as a change order ("Change Order").

**XVII. Entire Agreement.** This Agreement represents the entire agreement between the Contractor and Subcontractor. This Agreement supersedes any prior written or oral representations. Subcontractor and its subcontractors, suppliers and/or materialmen are bound to the Contractor by the prime contract and any contract documents incorporated therein to the same extent as Contractor is bound to the Client insofar as they related in any way, directly or indirectly, to the Services provided and covered in this Agreement.

**XVIII. Time.** Time is of the essence of this Agreement. Subcontractor shall provide the Contractor with scheduling information in a form acceptable to the Contractor and shall conform to the Contractor's progress schedules, including any changes made by the Contractor in the scheduling of Services. Subcontractor shall coordinate its Services with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

**XIX. Delays.** Should the Subcontractor delay the Contractor, or any other contractors, subcontractors, suppliers and/or materialmen on the entire project, Subcontractor will

indemnify the Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on the Contractor connected with said delay. Among other remedies for Subcontractor's delay, the Contractor may supplement the Subcontractor's work and deduct associated costs at Contractor's election.

**XX. Inspection of Services.** Subcontractor shall make the Services accessible at all reasonable times for inspection by the Contractor. Subcontractor shall, at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's Services and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Contractor or any authorized third (3<sup>rd</sup>) party.

**XXI. Labor Relations.** Subcontractor shall maintain labor policies in conformity with the directions of the Contractor and under State laws.

**XXII. Indemnification.** To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Client and Contractor along with any of their agents, employees, or individuals associated with their organization from claims, demands, causes of actions and liabilities of any kind and nature whatsoever arising out of or in connection with the Subcontractor's Services or operations performed under this Agreement and causes or alleged to be caused, in whole or in part, by any act or omission of the Subcontractor or anyone employed directly or indirectly by Subcontractor or on Subcontractor's account related to Subcontractor's Services hereunder. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any passively negligent act or omission of the Client or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the active negligence, sole negligence, or willful misconduct of Client or Contractor or their agents or employees or arising solely by the designs provided by such parties. To the extent that State law limits the defense or indemnity obligations of the Subcontractor either to Contractor or Client, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by the Subcontractor under the law. The indemnity set forth in this Section shall not be limited by any insurance requirement or any other provision of this Agreement.

**XXIII. Warranty.** Subcontractor warrants to Client and Contractor that any and all materials and equipment furnished shall be new unless otherwise specified and that all Services provided under this Agreement will be performed, at a minimum, in accordance with industry standards. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Prime Contract.

**XXIV. Required Licenses.** All parties of this Agreement, including but not limited to, Contractor, Subcontractor, other sub-contractors, and all parties' direct or indirect employees and agents shall be licensed in accordance with respective State laws where the individual is performing their trade or service. All individuals under this

agreement shall be regulated by their respective licensing board which has jurisdiction to investigate complaints made by any third (3<sup>rd</sup>) parties.

**XXV. Confidentiality.** For the purposes of this Agreement, “Confidential Information” shall mean any information or material that is proprietary to a party or designated as confidential by such party (“Disclosing Party”) and received by another party (“Receiving Party”) as a result of this Agreement. Confidential Information may be considered any information that is conceived, originated, discovered or developed in whole or in part by the Subcontractor in accordance with providing their Services. Confidential Information does not include (1) information that is or becomes publicly known without restriction and without breach of this Agreement or that is employed by the trade at or after the time the Receiving Party first learns of such information; (2) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; (3) information the Receiving Party lawfully receives from a third (3<sup>rd</sup>) party without restriction of disclosure and without breach of a nondisclosure obligation; (4) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions of further disclosure; or (5) information the Receiving Party develops independent of any information originating from the Disclosing Party.

A.) **Prime Confidential Information.** The following shall constitute Confidential Information of the Contractor and should not be disclosed to third (3<sup>rd</sup>) parties: the deliverables, discoveries, ideas, concepts, software [in various stages of development], designs, drawings, specifications, techniques, models, data, source code, source files, object code, documentation, diagrams, flow charts, research, development, processes, procedures, “know-how”, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Agreement and the existence of this Agreement, the relationship between the Contractor and Subcontractor, and any details of the Service under this Agreement. Subcontractor agrees not to use or reference the Contractor and/or their names, likenesses, or logos (“Identity”). Subcontractor will not use or reference Contractor or their Identity, directly or indirectly, in conjunction with any other third (3<sup>rd</sup>) parties.

B.) **Non-Disclosure.** The parties hereby agree that during the term hereof, and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentation and records which in any way incorporate Confidential Information.

C.) **Right to Disclose.** With respect to any information, knowledge, or data disclosed to the Contractor by the Subcontractor, the Subcontractor warrants that the Subcontractor has full and unrestricted right to disclose the same

without incurring legal liability to others, and that the Contractor shall have the full and unrestricted rights to use and publish the same as it may see fit. Any restrictions on Contractor's use of information, knowledge, or data disclosed by Subcontractor must be made known to Contractor.

**XXVI. Notices.** All notices under this Agreement shall be in writing and sent to the address of the recipient specified herein. Any such notice may be delivered by hand, by overnight courier, certified mail with return receipt, or first class pre-paid letter, and will be deemed to have been received (1) if delivered by hand – at the time of delivery; (2) if delivered by overnight courier – 24 hours after the date of delivery to courier with evidence from the courier; (3) if delivered by certified mail with return receipt – the date as verified on the return receipt; (4) if delivered by first class mail – three (3) business days after the date of mailing.

**XXVII. Injunctive Relief.** Subcontractor acknowledges it would be difficult to fully compensate the Client and/or Contractor for damages resulting from any breach of this Agreement. Accordingly, in the event of any breach of this Agreement, the Client and/or Contractor shall be entitled to temporary and/or permanent injunctive relief to enforce such provisions.

**XXVIII. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XXIX. Independent Contractor.** No term, covenant, condition, or provision of this Agreement shall be considered to create an employer and employee relationship, a master-servant relationship, or a principal and agent relationship between Subcontractor and/or any of the Subcontractor's employees and the Contractor or Client. All parties to this Agreement attest that the relationship between the Contractor and Subcontractor shall be recognized as the Subcontractor acting as an independent contractor.

**XXX. Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period more than thirty (30) days, Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.

**XXXI. Governing Law.** This Agreement shall be governed under the laws in the State of New York.

**XXXII. Attachments.** The Contractor may attach any plans, schematics, drawings, details, or other information to assist the Subcontractor with the aforementioned Services. Any attachment made shall be made part of this entire Agreement.

**XXXIII. Additional Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

**Contractor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

**Subcontractor's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

GENERAL CONTRACTOR

BIM CONSTRUCTION LLC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
INSURED	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A :			
	INSURER B :			
	INSURER C :			
	INSURER D :			
INSURER E :				
INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS -COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<input type="text"/>	<input type="text"/>
<b>or</b>	
<b>Employer identification number</b>	
<input type="text"/>	<input type="text"/>

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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*, later, 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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) entered 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 territory, 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## 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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, 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](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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](mailto: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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

GENERAL CONTRACTOR  
BIM CONSTRUCTION LLC

# Authorization for Direct Deposit - Employee Form

This authorizes \_\_\_\_\_ (the "Company") to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account(s) indicated below and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

**Note:** Enter your company name in the blank space above.

## Account #1

Account #1 Type (check one): ☐ Checking ☐ Savings

\_\_\_\_\_  
Employee Bank Name

\_\_\_\_\_  
Bank Routing # (ABA#)

\_\_\_\_\_  
Account #

\_\_\_\_\_  
Percentage or Dollar Amount to be Deposited to This Account

## Account #2 (remainder to be deposited to this account)

Account #2 Type (check one): ☐ Checking ☐ Savings

\_\_\_\_\_  
Employee Bank Name

\_\_\_\_\_  
Bank Routing # (ABA#)

\_\_\_\_\_  
Account #

*Please attach a voided check for each account here.*

This authorization will be in effect until the Company receives a written termination notice from myself and has a reasonable opportunity to act on it.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Employee ID #

\_\_\_\_\_  
Date

**IMPORTANT:** This document must be signed by employees requesting automatic deposit of paychecks and retained on file by the employer. Do not send this form to Intuit. Employees must attach a voided check for each of their accounts to help verify their account numbers and bank routing numbers.

**Employee: Please fill out and return to your employer.**

**Employer: Please save for your files only.**

# TERMS AND CONDITIONS

**Effective Date:** February 12 2025

**Last Updated:** February 12 2025

## AGREEMENT TO TERMS.

The Terms of Use Agreement (“Agreement”), created on the effective date and last amended on date above, is made between you (“user,” “you” or “your”), and:

## WEBSITE OWNER.

Website URL: [www.mvpcontract.com](http://www.mvpcontract.com)

Company Name: MVP General Contractor & BIM Construction LLC :

Address: 1270 Avenue of the Americas, Fl 7, New York, New York, 10020

E-Mail: [Founder@mvpcontract.com](mailto:Founder@mvpcontract.com)

Phone: 917 741 7839

The owner mentioned above includes its affiliated companies, websites, applications, software, and tools (the “Company,” “we,” “us,” or “our”), and, with this Agreement, outlines the rights and obligations that you and all users share, as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the “website”), for the purpose of making use of any of the content, software, or other tools on the website (“services”).

## PAYMENTS.

All or a portion of the services offered by the Company on the website are paid in accordance with the terms below:

**a.) Forms of Payment.** We accept payment through the methods offered at the time of purchase or when a balance is due. The provider and method of payment are determined by your location, device, and purchased item. We reserve the right, at any time, to reject payment for any reason.

**b.) Currency.** Payments will be accepted on the website in the currency based on your location and in accordance with local laws.

**c.) Refund Policy.** Except when required by law, payments made by a user are not refundable by the Company. Refund requests are administered on a case-by-case basis and, if granted, do so at the sole discretion of the Company.

**d.) In-App Purchases.** If the website’s services are offered on an Android, iOS, or other mobile application (“mobile app”), this Agreement also applies to payments made on the mobile app. In addition, payments made on the mobile app must also be in accordance with the terms of the mobile app platform or “store.”

## ACCESS.

Your access to and use of the website and the services is conditional upon your acceptance of and compliance with this Agreement, which applies to all the website’s visitors. If for any reason, you do not agree with any of the terms of this Agreement, you may not access the website or its services.

Additionally, your access to and use of the services is also conditional upon your acceptance of and compliance with our privacy policy which describes our policies and procedures on the collection, use, and disclosure of your personal information which is initiated by and commences when you use the website. The privacy policy discloses details and discloses your privacy rights and protections under applicable laws. It is advised to read our privacy policy prior to accessing the website or its services.

**a.) Minors (under the age of 18).**

If any user is a minor in the jurisdiction where they reside, the minor must obtain permission from their parent or guardian to use the website. If a minor accesses the website, it is assumed that their parent or guardian has read and agrees to this Agreement and has given permission to the minor to use the website.

**b.) Children (under the age of 13).**

If any user is a child under the age of thirteen (13) years and from the United States, it is assumed that they have obtained permission and verifiable parental consent to use the website. Furthermore, this Agreement allows the protections mentioned under the Children's Online Privacy Protection, specifically, 15 U.S. Code § 6502.

We do not claim that the website's content is appropriate or suitable for you or any visitor. No information, data, or information provided on the website is intended for distribution or use in any location where such usage is prohibited or is contrary to any law or regulation which would subject the Company to the legal liability of any type. Any such access or use of the website is to be utilized on your own initiative, and you are solely responsible for any legal compliance.

Any supplemental amendments or documents posted on the website following the effective date of this Agreement are to be considered expressly incorporated into this Agreement.

**PROHIBITED ACTIVITIES.**

As a user of our services, whether on the website or mobile app, it is prohibited to engage in the following activities to:

- Systematically retrieve data or other content from the website or services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission;
- Trick, defraud, or mislead other users or us, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the website or services, including those that restrict the copying of content or protected marks;
- Disparage, tarnish, or otherwise harm the Company, website, mobile app, or any other platforms where the services are offered;
- Use any information obtained from the website or the service to harass, abuse, or harm another person or group of people;
- Make improper use of our support services, specifically, our customer service representatives, or make false reports of abuse or misconduct;
- Use the website or services in a manner that is inconsistent with its intended use or against any applicable laws;

- Engage in spamming, linking, or referring to other websites for commercial or other purposes;
- Upload or transmit, or the attempt of such act, viruses, trojan horses, or other damaging or improper material, including the spamming or continuous posting of repetitive text, that has the potential to interfere, modify, impair, disrupt, alter, or interfere with another user's experience with the website or its features, functions, operations, or maintenance;
- Attempting any unauthorized automated use of the website, such as using scripts to send comments and messages, or using mining tools with the intention of gathering, injecting, or extracting data;
- Deleting copyrights, trademarks, disclaimers, or any other marks from the website or its content;
- Impersonating another user or person by use of a username, e-mail, personal name, or in any other manner;
- Upload or transmit, or the attempt of such act, any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices, also known as "spyware," "passive collection mechanisms" or "pcms;"
- Interfering with, disrupting, or creating an undue burden on the website, services, networks, and other connections;
- Harassing, annoying, intimidating, or threatening any of the other users, employees, agents, contractors, or any other individual affiliated with the Company;
- Disabling or attempting to disable restrictions implemented by the website that prohibits access to certain areas;
- Copying or adapting the software of the website, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- Deciphering, decompiling, disassembling, or reverse engineering any of the software on the website;
- Except as may be the result of standard search engine or internet browser usage, to use, launch, develop, or distribute any automated system, including without limitation, any crawlable spider, robot or bots, cheat utility, scraper, or offline reader that accessed the website or services, or using or launching any unauthorized script or other software;
- Using a buying or purchasing agent to make purchases on the website;
- Making any unauthorized use of the website or the services, such as collecting usernames, e-mail addresses, or personal names of users by electronic or other means to send unsolicited e-mails or create user accounts by automated means or under false pretenses;
- Using the website or services as part of any effort to compete with us or otherwise using the website, services, marks, content, data, or any part thereof for any revenue-generating endeavor, commercial purpose, or for personal benefit;
- Using the website or services to advertise or offer to sell goods or other services;
- Selling your user profile or account on the website.

## **GUIDELINES FOR REVIEWS.**

We may provide you, either on the website or by a 3<sup>rd</sup> party, the right to leave a review or rating of the services provided. Said review or rating requires that you:

- Should have firsthand experience with the person/entity being reviewed;
- Do not contain any offensive, abusive, racist, profanity-laden language;
- Do not reference discriminatory language or references related to religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- Do not include references to illegal activity;
- Do not post negative reviews as part of a scheme working with a competitor of ours;
- Do not make any suggestions or conclusions as to the legality of our services, products, or conduct;

- Do not post any false or misleading comments about your experience with the website or our Company; and
- Do not organize a campaign encouraging others to post reviews, whether positive or negative.

In our sole discretion, we may decide to accept, reject, or remove reviews. Our responsibility is to screen reviews to ensure that any postings regarding the website and its services are accurate and verifiable. Any reviews made by you or other users of the website do not represent our opinions or statements of the services or of our affiliates or partners. We do not assume liability, claims, or losses resulting from any review made on the website. By posting a review, you hereby grant us a perpetual, nonexclusive, worldwide, commercial, royalty-free, and assignable license (and sublicense ability) to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to such reviews made.

## **COPYRIGHT POLICY.**

### **a.) Intellectual Property Infringement.**

It is our duty to respect the intellectual property rights of others. Therefore, it is our policy to respond to any claim that infringes on any trademark, copyright, or other intellectual property protected under law.

If you are an owner of any protected intellectual property that you feel is being used without your authorization, you must submit notice to us by any of the contact details mentioned herein and include a detailed description of the alleged infringement.

If any request is made, and it is determined that you are not the owner of the intellectual property or do not have the authority to act on the owner's behalf, you may be held accountable for damages which may also include costs related to attorneys' fees for such misrepresentation.

### **b.) DMCA Notice and DMCA Procedure for Copyright Infringement Claims.**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Company with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the copyright owner or a person authorized to act on behalf of the owner of the copyrighted work;
- A description of the copyrighted work that you claim has been infringed, including the URL(s) where the copyrighted work exists or a copy of the copyrighted work;
- Your contact details including a personal name, address, phone number, and an e-mail address;
- A statement that the copyright infringement is not authorized and that the request to remove the copyrighted work is in good faith; and
- A statement by you, with language that includes "under penalty of perjury," that the information included in the infringement removal is accurate.

Upon receipt of a copyright infringement notification, we will take whatever steps are required to remove the copyrighted content from the website or the services.

## **INTELLECTUAL PROPERTY.**

Except as otherwise indicated, all source coding, databases, functionalities, software, graphic designs, and media of any kind (e.g. audio, video, text, photos, etc.), content, trademarks, service marks, logos, and copyrights are considered to be intellectual and proprietary information (“intellectual property”). Such intellectual information is under our ownership and protected by local, state, national, and international laws and will be defended.

No intellectual property is permitted to be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for commercial purposes without our express prior written permission.

## **USER OBLIGATIONS.**

You, as a user of the website or any of its services, agree to the following:

- Any information used for registration purposes, if required, must be submitted in an accurate and completed manner;
- If any information should change regarding your account, you agree to change it in a timely fashion;
- You have the legal capacity to understand, agree with, and comply with this Agreement;
- That you are not considered a minor in the jurisdiction where you reside or are accessing the website or its services;
- That you will not access the website or its services through the use of bots, scripts, or any other use than the traditional manner as is intended; and
- That you will use the website and its services in an authorized and legal manner in accordance with this Agreement.

In regard to any of the information submitted by you, if it should be deemed inaccurate, out of date, or incomplete, we reserve the right to terminate your access to the website or account and any future intended use.

## **USER ACCOUNTS.**

If our website allows the creation of a user account of any type, you agree to be responsible for safeguarding its information including account data, connected e-mails, passwords, and any other personal information located therein. If you are made aware of any breach of unauthorized use of the account, to notify us as soon as possible. Furthermore, you agree not to disclose any password created with any 3<sup>rd</sup> party other than secured services used to assist with saving passwords on your behalf.

If the creation of a username is allowed when making an account, such username must be appropriate for public viewing and not violate any trademark, copyright, or other protected names or marks.

## **USER SUBMISSIONS & CONTENT.**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the website (“submissions”) provided by you is public and is not considered confidential unless otherwise stated. Upon submissions posted on the website, it becomes our exclusive property along with all intellectual property rights which may be used by us for any lawful purpose, commercial or otherwise, and without acknowledgment or compensation to you.

With the posting of your submissions, you agree to waive any rights to such submissions and acknowledge their transfer to us. In addition, you agree that after the posting of such submissions, there is no recourse. Therefore, you may not delete submissions to use them on another platform for your benefit or to reclaim their rights.

Our website or services may allow you to chat, make postings (available for public or private viewing), or other communication functionalities, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials on the website, including but not limited to, text, writings, video, audio, photos, graphics, comments, suggestions, personal information or other material (collectively known as the “content”). Content may be viewable by other users or the general public. As such, any content transmitted by you may be treated as non-confidential and non-proprietary. When you create or make any content available on the website, you are accepting that:

- The creation, distribution, transmission, public display, or performance of displaying your content to be widely available for accessing, downloading, or copying does not infringe your or its proprietary rights, including but not limited to any copyrights, trademarks, patents, trade secrets, confidential information or moral rights of a 3<sup>rd</sup> party;
- You are the creator and owner of or have the necessary licenses, rights, consent, releases, and permissions to use and to authorize us, and other users of the website, to use your content in any manner deemed reasonable;
- You have the written consent, release, or permission of each and every identifiable individual in your content to use their name or likeness;
- Your content is not false, inaccurate, or misleading to the detriment of other users, the website, or any 3<sup>rd</sup> party;
- Your content is not unsolicited or unauthorized advertising, used for promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
- Your content is not obscene, lewd, lascivious, filthy, violent, considered harassment, libelous, slanderous, or otherwise objectionable (as determined by us);
- Your content does not ridicule, mock, disparage, intimidate, or verbally abuse other users or us;
- Your content is not used to harass or threaten (in the legal sense of those terms) any user or individual or promotes violence against a specific person or class of people;
- Your content does not violate any applicable laws or regulations;
- Your content does not violate any privacy-related concerns or the publicity rights of any 3<sup>rd</sup> party;
- Your content does not include offensive comments related to groups of race, national origin, gender, relationship status, familial status, religion, sexual preference, or physical handicap; and
- Your content does not link to material that violates any of the aforementioned provisions of this section or this Agreement.

By posting your content on our website, you grant us the right and license to use, modify and publicly perform, display, reproduce, and distribute such content. You retain any and all of your rights to any content you submit, post, or display and are responsible for protecting those rights. This license includes the right for us to make your content available to other users of the website, 3<sup>rd</sup> parties, and to the general public, with or without your consent.

### **THIRD (3RD) PARTY WEBSITE AND CONTENT.**

Our website or services may contain links to 3<sup>rd</sup> party websites or services that are not owned or controlled by us. Therefore, we assume no responsibility for the content, privacy policies, terms of use,

practices, services, experiences, activities, or any other acts by 3<sup>rd</sup> parties. You acknowledge that if you are to be re-directed or forwarded to such 3<sup>rd</sup> party website, you hold us harmless and free of liability for any action that should occur on such websites, which may or may not include damages, losses, or any other claims.

## **SITE MANAGEMENT.**

To ensure the best experience for all users of our website and services, we reserve the right, in our sole discretion, to do the following:

- To monitor our website, services, and any other content for violations by users of this Agreement;
- To take appropriate actions against our users, including legal action, for those who may have violated this Agreement or have attempted to defraud or cause harm to other users;
- To refuse, restrict, limit, disable, or remove any and all files and Content which, due to excessive size limits or other properties, are burdensome to our systems or other users; and
- To otherwise manage our website and services in such a way as to protect our rights and property and to encourage the optimal running of said websites and services.

## **PRIVACY POLICY.**

Your access to and use of our website or services is conditional upon your acceptance of our privacy policy. Our privacy policy describes our rules and procedures on the collection, use, and disclosure of your personal information and details your privacy rights and how the law protects you and such data. It is recommended for all users to read to know their rights. Our privacy policy can be found at the following URL: [www.mvpcontract.com](http://www.mvpcontract.com)

We maintain the right to store certain data that you have transmitted by the use of the website or any of our services. You are solely responsible for the data you transmit and how it relates to any activity you have undertaken when using the website and any of its services. Therefore, you agree that we have no liability to you for any loss, breach, or corruption of any data and hereby waive any right of action against us that may or may not arise from such loss, breach, or corruption.

## **TERMINATION.**

We may terminate or suspend your account for any reason and at our sole discretion. If your account is suspended or terminated, we may or may not provide prior notice. Upon termination, your access to the website and/or services will cease immediately.

If you wish to terminate your relationship with us, such termination can be made by simply discontinuing your use of the website and its services.

## **GOVERNING LAW.**

The laws governing the Company's jurisdiction mentioned herein shall govern this Agreement, including your use and access to the website and services. Your use of this website, services, and any mobile app may be subject to other local, state, national, and international laws.

## **DISPUTE RESOLUTION.**

If you should raise any dispute about the website, its content, or any of the services offered, it is required first to attempt to resolve the dispute formally by contacting us.

**a.) Mediation.** If a dispute cannot be agreed upon by the parties, it shall be moved to mediation for a period of 30 days with at least 10 hours to be committed by each party in accordance with the procedures of the United States Arbitration & Mediation. All costs related to said mediation shall be shared equally by both parties.

**b.) Arbitration.** If the dispute cannot be agreed upon during the mediation period, then the dispute will be submitted to binding arbitration in the jurisdiction of governing law.

We maintain the right to bring proceedings regarding the substance of any dispute in the courts of the country where you or we reside.

### **"AS-IS" DISCLAIMER.**

It is recognized to you, as a user of the website and any services offered, that they are provided on an "as-is," "where is," and "as available" basis, including faults and defects without warranty.

To the maximum extent permitted under applicable law, the Company, on its own behalf and those of its affiliates, licensors, and service providers, expressly disclaim all warranties, whether express, implied, statutory, or otherwise, with respect to the said website and any services offered, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind, that the content or any services provided will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, devices, or services, including operating without interruption, or meet any performance or reliability standards or be error and bug-free from any defects that can or will be corrected.

Without limiting the foregoing, neither we nor any of our providers make any representation or warranty of any kind, express or limited, in regard to the following:

- The operation or availability of the website or any services, or the information content, and materials or products included herein;
- The website or any services being uninterrupted or bug-free;
- The accuracy, reliability, or currency of any information or content provided through the website or services; and
- The website or any services, servers, content, or e-mails sent on behalf of our Company is free of viruses, scripts, trojan horses, worms, malware, timebombs, or any other harmful code.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on the applicable statutory rights of a consumer. Therefore, some or all of the above exclusions and limitations may not apply to you. The exclusions and limitations outlined in this section will be applied to the greatest extent under applicable law.

### **INDEMNIFICATION.**

You agree to defend, indemnify, and hold us harmless, including any of our subsidiaries, agents, or affiliates and our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any 3<sup>rd</sup> party due to or arising out of the following:

- Our content;
- Use of the website or any of our services;
- Not able to use the website or any of our services;
- Any breach of this Agreement;
- Any beach of representations and warranties set forth in this Agreement;
- Any violation of the rights of a 3<sup>rd</sup> party, including but not limited to intellectual property rights; and
- Any overt harmful act toward any other user of the website or its services.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We agree to use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **NOTICES.**

Except as explicitly stated otherwise, any notices sent to us must be sent to Founder@mvpcontract.com. Any notices sent to you regarding any communication that must be sent in accordance with this Agreement will be sent to the e-mail registered to any account created on the website.

If notice is required to be sent via standard mail for legal or other purposes, the mailing address in Section 1 of this Agreement should be used.

#### **ELECTRONIC MEANS.**

When accessing the website or any of its services, sending e-mails, online forms, esignatures, or any type or kind of electronic records or communication, you consent that all agreements, notices, disclosures, and other communications we provide to you in such manner satisfies any legal requirement that such communication should be in writing. You hereby agree that the use of such electronic means will be regarded as sufficient and be viewed as the same as its physical counterpart. Furthermore, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

#### **CALIFORNIA USERS.**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in any of the methods below:

##### **Mail**

1625 North Market Blvd, Suite N 112,  
Sacramento, California  
95834

**Telephone**

(800) 952-5210

(916) 445-1254

**UNITED STATES FEDERAL GOVERNMENT END-USER PROVISIONS.**

If you are a user acting on behalf of the U.S. federal government, our website and its services are treated as a “commercial item” as defined under 48 C.F.R. § 2.101.

**MISCELLANEOUS.**

This Agreement and any policies or operating rules posted by us, on the website, or through any services or in respect to such constitute the entire Agreement and understanding between you, as a user, and us, as a Company. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law in accordance with the jurisdiction where we are located and to the protections that you, as a user, are entitled to in your jurisdiction. We reserve the right to assign any or all of our liabilities, services, and obligations to another party at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by an event beyond our reasonable control.

If any provision, section, clause, or part of this Agreement is determined to be unlawful, void, or unenforceable, that said portion of this Agreement is determined to be severable and does not affect the validity and enforceability of any remaining language.

It is understood that this Agreement does not create a joint venture, partnership, employment, or agency relationship between you and us, the website, or any of its services. You agree that this Agreement will not be construed against us by virtue of having drafted and published on the website for your review. Therefore, you agree to waive any and all defenses that may have been assumed under this Agreement and the lack of signing by any party hereto.

If this Agreement has been translated, you agree that its original English text shall prevail in the case of a dispute.