

End User License Agreement (EULA)

This End User License Agreement (“Agreement”) dated this __ day of _____, 20__ (the “Effective Date”) is by and between Recovery Industry Services Company, LLC (“RISC” or “Provider”) and [*COMPANY NAME*: _____] (hereinafter “Company”). The Provider and the Company are each a “Party” and collectively referred to as the “Parties.”

WHEREAS, Company needs to be screened and vetted as a service provider to comply with certain legal and contractual requirements imposed by its clients including financial institutions.

WHEREAS, Provider is willing to perform service provider vetting services related work hereinafter described in accordance with the provisions of this Agreement.

WHEREAS, Provider allows financial institutions the ability to view, request information from the VendorConnect software platform, and contract with the Company;

WHEREAS, Provider, or its agents or contractors is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Company's business.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Services to Company

Provider, or its agents or contractors agrees to provide the services to Company as described in Exhibit A, 1-3 (collectively, the “Services”), which Exhibit A is incorporated herein and made a part hereof.

2. Payment Terms

RISC Professional Subscription

- a. The Company agrees to pay RISC on a monthly basis for the Services.
- b. The Company agrees to provide a valid credit card upon signing this Agreement (see Exhibit C) and agrees to the payment terms outlined in the Pricing Matrix outlined in Exhibit B, which is incorporated herein and made a part hereof.
- c. The Company understands that the monthly payment to Provider includes a payment for both the RISC Pro Employee Monthly fee (which fee varies depending on the number of Company employees) and the Company Monthly License Fee.
- d. Without otherwise affecting the validity of this Agreement, the Parties may from time to time alter or amend Exhibit A and Exhibit B, by mutually initialing and dating such changes or replacing such Exhibit(s) and initialing and dating such replacement.

3. Additional Benefits and Charges

The Company agrees to pay additional charges for additional benefits not included within the Services. These additional benefits may include:

- a. Payment for access to the RISC background check screening program;
- b. Payment for access to a full version of the Vendor Onsite Inspection, a full version inspection report of the lot or location including detailed answers to questions, photographs, and other detailed address and location data; and

- c. Other benefits as may be offered by RISC in its sole discretion.

Such additional benefits are further described in Exhibit B and/or may be offered to the Company separately in Provider's sole discretion.

4. Refund/Cancellation Policy.

RISC has a five (5) day cancellation policy. If for any reason within the five (5) days after the Company's initial registration on the VendorConnect platform, Company wishes to cancel the Services, Company may do so by emailing its request to RISC at support@riscus.com, or by calling RISC at 813-712-7535. On receipt of such a request, and after confirmation that the request is within the five (5) day cancellation period described above, RISC will cancel the Company created account from the VendorConnect platform and the Company's credit card will receive a full refund. All information entered onto the VendorConnect platform by Company within the five (5) day cancellation period will be deleted.

5. Credit Card Charges

RISC will charge Company's credit card monthly for Services on the first day of the new month. In the event that RISC is unable to process Company's payment for Services, the Company will be allowed fifteen (15) days to provide new credit card information to pay for the Services. If Company is fifteen (15) days or more past due, Company's access to the VendorConnect platform may be terminated at RISC's sole discretion.

6. Changes

Company may, with the prior written approval of RISC, issue written directions within the general scope of vetting service provider services. Such changes (the "Change Order") may be for additional work or RISC may be directed to change the direction of the work covered by the Change Order, consistent with all applicable laws. In any event, no change will be permitted unless agreed to in advance by RISC in writing.

7. Records

RISC will be responsible for maintaining the confidentiality of all records on the VendorConnect platform. All information and documentation provided by Company will be held in the strictest of confidence and not disclosed to unauthorized third parties, except as may be authorized or required in Section 8. below.

8. Compliance with Privacy Laws

- a. In the course of its performance under this Agreement, Company and Provider may disclose to each other or may receive information that meets the definition of nonpublic personal information ("NPI"), as defined under Title V of the Gramm-Leach-Bliley Act of 1999 as amended from time to time, 15 U.S.C. §§ 6801 to 6809 ("GLB Act Privacy Regulations").
- b. Company and Provider agree that they will not use or disclose such NPI to any nonaffiliated third party except: (i) to the extent necessary to carry out the purpose or purposes for which the party discloses such information to the other party, (ii) in the ordinary course of business to carry out the purpose or purposes for which the NPI was disclosed to the party under an exception to the GLB Act Privacy Regulations or other applicable law, (iii) subject to the limitations of reuse and re-disclosure under the GLB Act Privacy Regulations, and (iv) as permitted by law and this

Agreement. Company and Provider agree that any affiliate of either party shall use and disclose NPI only to the extent that it may use and disclose such information.

- c. The Parties shall maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the NPI received from the disclosing party, including, but not limited to: (i) the maintenance of appropriate safeguards to restrict access to NPI received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such NPI was disclosed to the disclosing party, (ii) procedures and practices for the safe transmission or transportation of such NPI (whether in its physical format, electronic or otherwise) however transmitted (whether by mail, overnight carrier, electronic transmission or otherwise), (iii) the maintenance of appropriate safeguards to prevent the unauthorized access of the NPI, and (iv) procedures and practices for the safe disposal of NPI (whether in its physical format, electronic or otherwise), however disposed, to protect against unauthorized access to or use of such information in connection with its disposal.
 - d. In the event that Provider suspects, discovers or otherwise has any reason to believe that NPI has been acquired by an unauthorized person or otherwise been the subject of an unauthorized disclosure, Provider shall notify Company within seven (07) business days of their notification of breach.
9. Materials RISC may use Customer's name and/or logo, as well as list Customer as a RISC participating company in marketing materials, industry releases, and RISC online websites.

10. Standard of Care

Provider warrants that its Services will be performed by personnel possessing competency consistent with applicable industry standards and where necessary, are licensed to provide such Services. Provider maintains reasonable procedures to assure accuracy of all information. Provider accurately transcribes stores and communicates information received from a source that it reasonably believes to be reputable, in a manner that is logical on its face. While every effort is made to ensure the accuracy of information and reports, Provider cannot warrant or guarantee its accuracy. No other representation, express or implied, is included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Successful completion of the screening process does not guarantee employment of Company by any third party. **THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY PROVIDER CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.**

11. Limitation Of Liability

THIS AGREEMENT IS AN AGREEMENT FOR SERVICES. NOTWITHSTANDING THE FOREGOING, BOTH PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, AND NOT BY WAY OF LIMITATION, THE PROVIDER DOES NOT WARRANT THAT THE VENDORCONNECT PLATFORM WILL OPERATE ERROR-FREE OR WITHOUT

INTERRUPTION OR THAT ANY FILES AVAILABLE FOR INSPECTION OR DOWNLOAD FROM SUCH PORTAL ARE FREE OF INFECTION BY VIRUSES, WORMS, OR OTHER UNAUTHORIZED CODE.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR OTHER LOSS ARISING OUT OR RESULTING FROM THE AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF PROVIDER AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, MEMBERS, EMPLOYEES, AGENTS AND OFFICERS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT COMPANY HAS PAID TO PROVIDER FOR THE APPLICABLE SERVICE OUT OF WHICH LIABILITY AROSE.

12. Remedy

Company's exclusive remedy for any claim arising out of or relating to this Agreement will be for RISC, upon receipt of written notice from Company, to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which RISC may be at fault.

13. Indemnification:

Provider agrees to indemnify, defend and hold harmless Company against and from any and all claims, liabilities, losses, costs, and expenses of any kind including, without limitation, reasonable attorneys' fees, resulting from or arising out of any: (i) Provider negligent or intentional act or omission, (ii) any illegal conduct of Provider, (iii) any act or omission constituting a breach of any of Provider's obligations under this Agreement, or (iv) the failure of any representation or warranty of Provider contained in this Agreement to be accurate. These obligations shall survive any termination or expiration of this Agreement or any renewal.

14. Survival

Sections 7, 8, 9, 10, 11 and 12 survive the expiration or termination of this Agreement for any reason.

15. Insolvency and Adequate Assurances

If reasonable grounds for insecurity arise with respect to Company's ability to pay for the Services in a timely fashion, RISC may demand in writing adequate assurances of Company's ability to meet its payment obligations under this Agreement. Unless Company provides the assurances in a reasonable time and manner acceptable to RISC, in addition to any other rights and remedies available, RISC may partially or totally suspend its performance under this Agreement while awaiting assurances from Company, without any liability.

16. Severability

Should any part of this Agreement for any reason be declared invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or operation of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had

been executed with the invalid portion thereof eliminated, and the Parties agree that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

17. Waiver

No waiver by either Party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

18. Independent Contractor

The relationship between Provider and Company is one of an independent contractor and shall not be construed as a joint venture, partnership or principal-agent relationship, and there is no intention to create any partnership, joint venture, or principal-agency relationship. Provider will at all times while this Agreement is in effect be responsible for and pay all Federal, State and local taxes relating to employment of its employees, including, but not limited to FICA, unemployment compensation and withholding taxes, as well as any other applicable Federal, State or local taxes which are or may become due and payable on Provider's income or the income of its employees, or on the property owned, used or possessed by Provider or with respect to Provider's business operations.

19. Notices

All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to Recovery Industry Services Company, LLC:
PO Box 2971
Tampa, FL 33601

If to Company: [*COMPANY NAME*: _____]
Address: [*ADDRESS, ZIP CODE*: _____]

Any party may, by notice given in accordance with this Section to the other Party, designate another address or person or entity for receipt of notices hereunder.

20. Assignment; Successors

The Agreement is not assignable or transferable by Company, without the prior express written approval by Provider which shall not be unreasonably withheld. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors, and assigns.

21. Disputes

RISC and the Company recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both Parties are encouraged to be imaginative in designing a mechanism or procedures to resolve disputes at this level. Such efforts shall include the

referral of any remaining issues in dispute to higher authority within each Party's organization for resolution.

Failing resolution of conflicts at the organizational level, Provider and Company agree that any remaining conflicts arising out of or relating to this Agreement shall first be submitted to nonbinding arbitration. If the dispute is not resolved through non-binding arbitration as outlined below, then the Parties may take other appropriate action.

22. Section Headings

Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

23. Representations; Counterparts

Each person executing this Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

24. Non-solicitation of Employees

Unless prohibited by applicable law, during and for one (1) year after the term of this Agreement, Company will not solicit the employment of, or employ Provider personnel, without Provider's prior written consent.

25. Governing Law and Construction

This Agreement will be governed by and construed in accordance with the laws of the State of Florida including any applicable statute of limitations, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the Parties and their respective counsel and shall not be construed strictly for or against any Party.

26. Arbitration

Any controversy, dispute or claim arising out of or related to this Agreement or a breach of this Agreement shall be settled solely by confidential binding arbitration by a single arbitrator in accordance with the arbitration rules of the American Arbitration Association (AAA) in effect at the time the arbitration commences. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award attorney's fees, legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in a location mutually agreed to by both Parties. If the Parties cannot agree, arbitration shall be held in the state of Florida.

27. Entire Agreement; Amendment

This Agreement, including any and all Exhibits, states the entire Agreement between the Parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the Parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Company and Provider respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the Parties hereto. Additional services may be added at any time by request of the Company and agreement by Provider. Such service or services shall be deemed to be consistent

with the services identified in Section 1 and subject to the same standard of care and warranties given in Section 9.

28. Force Majeure

Provider shall not be liable for, or be considered to be in breach of or default under this Agreement, on account of any delay or failure to perform as a result of any causes or conditions that are beyond its control and that Provider is unable to overcome through the exercise of commercially reasonable diligence. Such causes include, but are not restricted to, acts of God or of the public enemy, war, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties. If any force majeure event occurs, Provider will give prompt notice to Company and will use commercially reasonable efforts to minimize the impact of the event.

29. Term

This Agreement shall remain in full force and effect on a month-to-month basis as long as Company remains in good financial standing. The Agreement will automatically renew monthly unless either Party notifies the other in writing of its intention not to renew the Agreement.

30. Termination.

Either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party.

31. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of 12 pages, plus Exhibits A, B and C, having initialed at the bottom of each page, as of the day and year first above written.

Date: _____

Date: _____

COMPANY NAME

Recovery Industry Services
Company, LLC

By: _____

By: Stamatis Ferarolis

Title: _____

Title: CEO

Exhibit A Services

Provider agrees to provide the following Vendor Vetting and Education services (collectively, the “Services”) to Company. Access to these services is provided through the web based software platform VendorConnect; a document repository system offering access to data, reports, and marketing opportunities to Company. The VendorConnect platform is offered, managed and maintained by MBSi Corp. Technology access, maintenance, and management of the VendorConnect software platform is the sole responsibility of MBSi Corp.

In the event that the VendorConnect platform is not available to Company, Provider will provide services to Company through other technology support platforms as determined by Provider in its sole discretion. Provider is not responsible for management nor maintenance of the VendorConnect platform.

Provider agrees to provide the following Services to Company:

1. Vendor Vetting Services:

Provider follows a specific process to conduct vendor vetting on Companies contracted as RISC Pro members on the VendorConnect platform. Specific Vendor Vetting Services include:

- a. Full review of Company application, profiles, summaries, photos, certificates, licenses, credentials, and Company employee information located and stored on the VendorConnect platform;
- b. Verification and monitoring of all documents, information and photos associated with Company and its employees, contractors, owners, and other parties working on behalf of Company;
- c. Provide Company profiles, summaries, photos, certificates, licenses, credentials and additionally supplied business information, excluding criminal background reports, employee social security numbers and dates of birth, located and stored on the VendorConnect platform to Company clients;
- d. Notification to Company and financial instructions for all licenses, insurance, vehicle registration and other requisite documents in the VendorConnect platform that have upcoming expirations and past due expirations;
- e. Flagging of any “noteworthy” information specified by the various financial institutions identified via a color coded flagging system for financial institution review;
- f. Automated notifications generated to the Company updating the status of any associated document and/or license, registration, insurance certificate, etc., relevant to the Company’s business in accordance with the VendorConnect platform.

2. Background Check Services:

- a. The Company agrees to utilize the Provider’s approved background screening company(s) to conduct all requisite background checks.
- b. Company will be responsible for all costs associated with obtaining the annual requisite background investigation reports for each employee or other persons as required by the financial institutions entered into the VendorConnect system.
- c. Provider will supply annual background check on the owner of the Company at no charge.
- d. Company agrees that the status of the owner’s background check – “Clean” or “Needs Review” - will be documented on the VendorConnect platform.
- e. Company agrees that Company Owner will cooperate with Provider’s background check provider to complete the annual background check review.

Exhibit B Pricing

Fees for Services includes the following fees. Prices are subject to change without notice to Company.

RISC Pro Membership Monthly Fees: \$125/month

- a. Reinstatement fee of \$750 if company cancels their RISC Pro membership and returns within 6 months of the cancelation date.

RISC Onsite Inspection Fees:

- a. Company's Vendor Onsite Inspections that RISC makes available through its system of record will be provided to Company as a summary version at no charge in the VendorConnect platform.
- b. Company's Vendor Onsite Inspections that RISC does not have available through its system of record will be provided for a one-time fee of \$85, payable immediately by the Company with the credit card on file in the VendorConnect platform and are valid for one (1) year after purchase by Company.
- c. Company's Vendor Onsite Inspections that RISC has on file that Company wishes to purchase a full version of will be provided for a one-time fee of \$65, payable immediately by the Company with the credit card on file in the VendorConnect platform and are valid for one (1) year after purchase by Company.

Education:

- a. RISC Pro members will be entitled to a 30% discount on CARS and CARS Continuing Education programs.
- b. RISC Pro members will be entitled to a free Drivers Safety education program.