

Master Service Provider / Sub Contractor Agreement

This Master Service Provider / Sub Contractor Agreement (“Agreement”) is entered in by and between Wired Communications, LLC (“WIRED COMMUNICATIONS”) and Empower Digital Solutions (“Service Provider / Sub Contractor”), and sets forth terms under which WIRED COMMUNICATIONS may request Service Provider / Sub Contractor to provide certain installation, maintenance, warranty and other services (“Services”) at the premises of a business or individual (“Customer”) with which WIRED COMMUNICATIONS has agreed to provide equipment and/or services.

TERM OF AGREEMENT. The initial term of this Agreement will be for a period of one (1) year, beginning on the Effective Date. It will be automatically renewed for subsequent one (1) year periods unless either party notifies the other in writing of its intention not to renew at least thirty (30) days prior to expiration of the initial or any renewal term.

NONCOMPETE/NONSOLICITATION

- a) Nonsolicitation Customers. During the term of this Agreement and for a period of one (1) year thereafter, Service Provider / Sub Contractor will not, either directly or indirectly, solicit or perform services for Customers for whom Service Provider / Sub Contractor performed Services or for any other person, entity or governmental entity whose identity or projects were made known to Service Provider / Sub Contractor by WIRED COMMUNICATIONS (Non-solicit Customers). During the term of this Agreement and for a period of one (1) year thereafter, Service Provider / Sub Contractor will not sell any telecommunications, data or voice communications products or services, including cabling for such or standalone cabling to such Nonsolicit Customers without WIRED COMMUNICATIONS prior express written approval. If Service Provider / Sub Contractor is requested to provide a bid or perform work in connection with a specific Nonsolicit Customer project, Service Provider / Sub Contractor will notify WIRED COMMUNICATIONS if it has already bid on said project either individually or as a Service Provider / Sub Contractor for another contractor. Any violation of this provision will be considered a breach of contract and cause for immediate termination, in addition to any other legal remedies available to WIRED COMMUNICATIONS. Service Provider / Sub Contractor further agrees not to provide Customers with its own promotional materials, including business cards, phone numbers, or other media and contact information unless expressly authorized in writing by WIRED COMMUNICATIONS.
- b) Nonsolicitation of Employees. Both WIRED COMMUNICATIONS and Service Provider / Sub Contractor agree not to directly or indirectly, solicit, subcontract, induce, attempt to induce or otherwise hire away any employee of the other party who has had any participation with or involvement in the activities contemplated hereunder during the term of this Agreement, and for a period of one (1) year thereafter, without the express written consent of the other party, provided, that nothing herein will restrict the hiring of any such person that seeks employment on an unsolicited basis or in response to general

advertising or third party employment agencies (so long as such agencies are not directed by the hiring party to target such person).

CONFIDENTIAL INFORMATION

Confidential Information. Service Provider / Sub Contractor / Sub Contractor recognizes and acknowledges that it will have access to valuable and important Confidential Information of WIRED COMMUNICATIONS and/or Customers. ("Confidential Information") shall mean: (1) the whole or any portion or phase of any technical information, design, process, procedure, formula, or improvement which may include formulas, specifications, designs, procedures, instruction, and other data relating to the development, production, packaging, marketing, use, sale of computers, telecommunications systems and other related equipment regarding any work specifically done for any Customer; (2) the business plans, financial information, or the listing of names, addresses or telephone numbers of any Customers or potential Customers of WIRED COMMUNICATIONS; (3) information provided to WIRED COMMUNICATIONS by Customers; (4) information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (5) information identified by WIRED COMMUNICATIONS as confidential.

INSURANCE/BONDING

Insurance requirements. The Service Provider / Sub Contractor agrees to maintain, at the Service Provider / Sub Contractor's expense:

1. Workers' compensation including employer's liability insurance as prescribed by the law of the state in which Services are performed covering all employees or temporary workers working on their behalf. Indiana State Statutory limits currently are (\$500,000 / \$500,000 / \$500,000).
2. Commercial automobile liability insurance covering all owned, hired, or non-owned vehicles, including the loading or unloading thereof, with limits not less than \$1,000,000 combined single limit of liability for automobile bodily injury, and automobile property damage.
3. Commercial general liability (CGL) insurance, including blanket contractual liability and broad form property damage, covering your work in progress, products / completed operations and/or premises liability, bodily injury, and/or property damage, with limits of at least \$1,000,000 combined single limit for personal injury and property damage for each occurrence, and endorsed to include completed operations coverage in the amount of \$2,000,000.
 - Service Provider / Sub Contractor's insurance will always be "primary" and "ready to pay" prior to any insurance policy held by WIRED COMMUNICATIONS.
 - No insurance policy required shall have a deductible in excess of \$10,000.
 - Service Provider / Sub Contractor agrees to endorse all insurance policies such that a waiver of subrogation against WIRED COMMUNICATIONS is provided.

- WIRED COMMUNICATIONS will be named as an additional insured on the CGL and automobile liability policies.
- Service Provider / Sub Contractor will provide thirty (30) days written notice to WIRED COMMUNICATIONS of cancellation, non-renewal or material change in the insurance policies.
- Service Provider / Sub Contractor will furnish WIRED COMMUNICATIONS with certificates, including renewal certificates, evidencing such coverage before performance of Services under this Agreement
- Insurance policy held by Service Provider / Sub Contractor must be written with an insurance carrier rated A- or better.

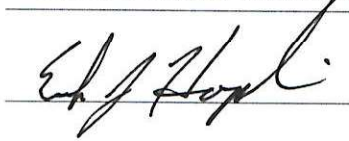
Additional Insurance. In the Work Order or PO, WIRED COMMUNICATIONS will specify any additional insurance coverage required. Service Provider / Sub Contractor will provide such additional insurance at its expense.

Bonds. WIRED COMMUNICATIONS will specify in each Work Order if a payment and/or performance bond is required, and Service Provider / Sub Contractor will provide such bond(s) at its expense.

CUSTOMER ACCEPTANCE

Legal Entity Name: Empower Digital Solutions

Authorized Signature:



Typed/Printed Name:

Erik J. Hopkins


Date:

5 July 2023

WIRED ACCEPTANCE

Legal Entity Name: Wired Communications, LLC

Authorized Signature:



Typed/Printed Name:

Thomas Sweeney

Date:

June 30, 2023