



39 Skyline Dr Suite 1017 • Lake Mary, FL 32746
 Phone: 407.478.3258 • Toll Free: 866.646.4ECO (4326) • Fax: 407.478-3276

MEMBER PROFILE

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE #: _____ FAX #: _____

CELLULAR/ALTERNATE NUMBERS: _____

E-MAIL ADDRESS: _____

PRIMARY CONTACT: _____ ALTERNATE CONTACT _____

DAYS/HOURS OF OFFICE OPERATION: _____

ANSWERING SERVICE? _____ NUMBER OF YEARS IN BUSINESS: _____

FEDERAL ID NUMBER: _____ LICENSE: _____
 (ATTACH W-9) (ATTACH COPY)

CORPORATION/SOLE PROPRIETOR/LLC/OTHER: _____

ARE YOU A MINORITY OR A WOMAN-OWNED BUSINESS? YES NO
 IF SO PLEASE ATTACH APPROPRIATE CERTIFICATION.

WHERE DO YOU PROVIDE SERVICE? (Please list locations by City, State, and Zip & County)

WHAT SERVICES DO YOU PROVIDE? (Check all that apply and enter rates and minimum)

	HOURLY RATE		HOURLY RATE
General Handyman	<input type="checkbox"/> _____	Electrical	<input type="checkbox"/> _____
Plumbing	<input type="checkbox"/> _____	Painting	<input type="checkbox"/> _____
Locks/Security/Alarm	<input type="checkbox"/> _____	Carpets	<input type="checkbox"/> _____
Signs	<input type="checkbox"/> _____	Flooring	<input type="checkbox"/> _____
General Contractor	<input type="checkbox"/> _____	HVAC	<input type="checkbox"/> _____
Roofing	<input type="checkbox"/> _____	Fence	<input type="checkbox"/> _____
Snow Removal	<input type="checkbox"/> _____	Landscaping	<input type="checkbox"/> _____
Other _____			

***rates must be inclusive or travel and all applicable taxes /

DO YOU PROVIDE EMERGENCY SERVICE? Nights _____ Weekends _____
 Holidays _____

PLEASE ATTACH A W-9 FORM AND YOUR CERTIFICATE OF LIABILITY INSURANCE, INCLUDING WORKER'S COMPENSATION AND AUTOMOBILE COVERAGE, AS WELL AS THE HOLD HARMLESS AGREEMENT. ECO MUST BE LISTED AS ADDITIONAL INSURED FOR ANY JOB PERFORMED FOR \$5000 OR MORE. THESE FORMS **MUST BE** ATTACHED OR YOUR INFORMATION WILL NOT BE ENTERED INTO OUR ACCOUNTING SYSTEM AND WILL ONLY DELAY PAYMENT.



Contractors Agreement - Hold Harmless

APPROVED "ECO" ASSOCIATE

I, _____, the OFFICER/OWNER/AUTHORIZED AGENT on behalf of (CONTRACTOR LEGAL NAME) _____, its employees, agents, officers, successors, and assigns (hereinafter INDEMNITOR) do hereby agree to indemnify and hold harmless ECO Construction & Maintenance Management Co., LLC its employees, agents, officers, successors and assigns (INDEMNITEE) during the course of performing work on behalf of INDEMNITEE, at: All and any locations for work performed for ECO Construction & Maintenance.

To the fullest extent permitted by law, INDEMNITOR agrees to hold INDEMNITEE free and harmless, from any and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against all cost and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from or on account of any occurrence in, on, at or from the work described above. INDEMNITOR further agrees to investigate, handle, respond to, defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEMNITOR shall not pursue any legal action against INDEMNITEE for injury or damage caused or suffered during the course of completing work for INDEMNITEE. INDEMNITOR attests that it is an independent contractor performing work on behalf of INDEMNITEE and not an employee of INDEMNITEE.

INDEMNITOR further certifies it will not hire a sub-contractor on the above referenced project. Should it become necessary to hire a sub-contractor to assist with the completion of this project, INDEMNITOR will notify INDEMNITEE before doing so. Once INDEMNITEE has been notified and approves the request for assistance, INDEMNITOR shall obtain Workmen's Compensation coverage for the workers or supply INDEMNITEE with "Hold Harmless" agreements from each person working on the jobsite. Failure to notify and obtain consent of INDEMNITEE will result in a back-charge in the amount of ten percent (10%) of the contract price.

The intent of this Indemnity/Hold Harmless Agreement is to override common law and should any portion be deemed void or against public policy, the remaining portion(s) shall be enforced to fullest extent possible.

By signing below, in the presence of a notary, INDEMNITOR agrees to the terms as they are set forth in this Agreement. INDEMNITOR understands this Agreement waives any legal right it may have to seek a judgment against INDEMNITEE, its owners or employees for any damages or injuries that may occur.

THIS AGREEMENT SHALL BE EFFECTIVE FOR ANY OTHER WORK PERFORMED ON BEHALF OF INDEMNITEE.

(Company Name)
Signature – MUST BE OFFICER, OWNER OR AUTHORIZED AGENT

Print Name and Title
Date: _____

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature

(SEAL)



Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ECO Construction & Maintenance Management, LLC

Vendor/ Member National Service Agreement

THIS CONTRACTOR NATIONAL SERVICE AGREEMENT (the "Agreement") is made and entered into at Lake Mary, Florida as of _____, 2011, by and between ECO Construction and Maintenance Management LLC, a Florida limited liability company, with its principal place of business located at 39 Skyline Dr. Lake Mary, FL 32746 ("ECO") and _____ with its principal place of business located at _____ ("CONTRACTOR").

WHEREAS, ECO is engaged in business as a Complete Facilities Management Company of its customers (The "Customer") located through the United States, including Hawaii and Alaska, Puerto Rico, Canada and the American Virgin Islands: (the "Service Area"); and

WHEREAS, ECO has developed and marketed its unique and exclusive "Planned Preventative Maintenance Program" (the "Program") which provides regularly scheduled and emergency service and repairs to its Customers' business establishment located throughout the Service Area; and ECO is committed to equal employment opportunity in regards to race, color, religion, sex, national origin, hardship, ancestry or age and committed to selecting qualified sub-contractors which do also; and

WHEREAS, Contractor is engaged in the business of service and repair of all maintenance requests, snow removal and landscaping maintenance in the Territory (as hereinafter defined) and desires to accept from ECO referrals of service and repair work for ECO's Customers which participate in the Program in the Territory.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Territory**. For purpose of this agreement, the term "Territory" shall be deemed to include the Contractor's usual and customary business service area.
2. **Customer Referral**. ECO hereby agrees to refer to Contractor, ECO's customer purchase orders, contracts and inquiries for all maintenance requests, including but not limited to heating, air conditioning service, handyman service, building services, and plumbing, electrical service and repair requests and snow removal within the Territory. Contractor acknowledges and agrees that Contractor may not be ECO's exclusive contractor, unless otherwise agreed upon, in the Territory and that ECO, in its sole discretion, reserves the right to appoint other contractors to handle any of ECO's Customers' service calls within such Territory. Contractor reserves the right to decline any Customer referral from ECO.
3. **Scope of Work**. The scope of work required for each Customer shall be specified in the individual Customers' service contract (the " Customer Contract

- or Purchase Order”) provided by ECO to Contractor upon assignment and acceptance of ECO’s Customers by the Contractor under this Agreement.
4. **Response Time.** **Emergency** service will be preformed within two to four hours, **Urgent** Service will be performed within four to six hours, **and Regular Service** will be performed within 24 to 48 hours of receiving a service call from ECO. With exception of special requirements of the job. If repairs are necessary, the repair estimate must be received by ECO within the same time frame as specified above. Refer to individual service contract requirements provided by ECO upon assignment of the contract and signature by the CONTRACTOR.
 5. **Pricing.** As mutually agreed upon by each individual client.
 6. **Paperwork.** CONTRACTOR hereby acknowledges that all pertinent paperwork must be submitted before any payments will be processed. This includes CONTRACTOR’S W9, General Liability, automobile and worker’s compensation insurance certificate listing ECO Construction & Maintenance as the certificate holder. ECO must also be listed as additional insured if CONTRACTOR performs any individual job invoiced for \$5000.00 or more.
 7. **Billing Requirements.** CONTRACTOR agrees to invoice ECO for all service or repair work rendered to or on behalf of ECO’s customers in accordance with the individual service contract requirements provided upon assignment of the contract by ECO to the CONTRACTOR. ECO agrees to pay CONTRACTOR for all invoices for service and repair rendered in accordance with the individual service contract requirements or as previously negotiated by ECO upon assignment of the contract to the CONTRACTOR. At ECO’s request, CONTRACTOR must submit invoices from their suppliers.
Original invoices must be received by ECO no later than five (5) days from date of work preformed. If the invoice is not received within the time frame allowed, CONTRACTOR must notify ECO of delays in writing; otherwise, the invoice may not be paid.
If individual service contract requirements are not followed and an invoice is sent back to the CONTRACTOR, proper documentation needed to invoice the customer must be returned to ECO within ten (10) days.
No payment is due nor will payment be made for the preparation and submission of bids or estimates unless CONTRACTOR is actually awarded the work.
 8. **Time of Payment of Contractor’s Invoices.** ECO hereby agrees to pay CONTRACTOR’S invoice no later than ten (10) business days following receipt of payment from ECO’S Client.
 9. **Restriction.** CONTRACTOR herby acknowledges that ECO has heretofore developed its unique national service network for providing quality, dependable and cost effective service to its customers throughout the United States including Hawaii and Alaska, Puerto Rico, Canada and the American Virgin Islands. As further consideration of ECO’s engaging the services of and referral of customers in the territory to CONTRACTOR, CONTRACTOR agrees, for a period of one (1) year after termination of this Agreement for any reason whatsoever, that it will not, directly or indirectly, provide any service or repair work of the kind, nature or type provided by ECO to or for any customer to which ECO has provided any such service or repair in the Territory during one (1) year period immediately preceding the date of any such service or repair work to be preformed by CONTRACTOR. In the event of a breach or threatened breach or threatened breach by CONTRACTOR of the terms of the foregoing restriction, ECO shall be

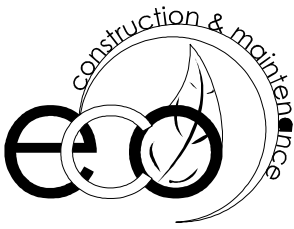
- entitled, if it so elects, to institute and prosecute a proceeding in any court of competent jurisdiction, either in law or equity to enforce specific performance of the restriction by CONTRACTOR; and/or to immediately enjoin CONTRACTOR from performing any such service or repair work for any of ECO's customers; and/or to recover any other damages, including reasonable attorney fees and expenses resulting from any such breach or threatened breach of the provision of this paragraph. This paragraph survives termination of the contract.
10. **Reporting.** When ECO's customers require daily, weekly or monthly follow-up reports from ECO, CONTRACTOR shall provide such reports in format provided by the customer.
 11. **Special Projects.** Weekly updates from the CONTRACTOR (i.e. programmable thermostat covers) to ECO will be required on special projects.
 12. **Term.** This Agreement may be terminated by ECO or the contractor verbally at any time followed with written notice to the CONTRACTOR or from the Contractor, except as to the restriction outlined in Paragraph 8 of this agreement.
 13. **Insurance.** Before any work is preformed, the CONTRACTOR is required to submit Certificate of General Liability and Automobile Insurance, naming ECO as an additional insured, and Workman's Compensation. It is the obligation of the CONTRACTOR to provide ECO with annually updated Certificate of Insurance and Workman's Compensation Forms.
 14. **Regulations.** The CONTRACTOR will be required to abide by all local, state and/or federal laws and environmental restrictions pertaining to handling and disposal of CFC's and maintenance repairs of any equipment under this contract.
 15. **Warranties.** There will be one (1) year warranty on all parts (from the date of installation) unless special additional or extended warranties are purchased. Labor warranty will remain in effect for ninety (90) days from date of repair, with the exception of unit replacements which shall be warranted for one (1) year on parts and labor.
 16. **Marketing & Sales Fee.** ECO will deduct from all "time and material" and "repair" invoices a Marketing & Sales Fee of \$0 to subsidize ECO's cost of the Program. (This includes all repairs – emergency or quoted.) CONTRACTOR will submit its invoices at 100%.
 17. **Entire Agreement.** This instrument contains the entire Agreement between the parties and may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
 18. **Assignment.** This Agreement shall insure to the benefit of and be binding upon the parties hereto and may not be assigned by either party without the prior written consent of ECO.
 19. **Governing Law.** The parties hereto agree that it is their intent that this Agreement and the performance hereunder be construed in accordance with and pursuant to the laws of the state of Florida, and that if any action, suit or special proceeding may be brought, arising out of, in connection with, or by reason of this Agreement, the law of the State of _____ shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the laws of the jurisdiction in which any such action, suit or special proceeding

may be instituted. Venue for any action arising out of this agreement shall be Seminole County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

20. **Agreement and Restrictions are Severable.** The parties hereto acknowledge and agree that all terms, conditions, provisions and restrictions contained in this agreement are severable and that, in the event any one of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid term, condition, provision or restriction were not herein contained.

IN WITNESS WHERE OF, the parties have executed this Agreement effective on the day and year first above written.

_____	ECO CONSTRUCTION
Name of Contractor	
By: _____	By: _____
_____	_____
(Signature)	(Signature)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date



INDEPENDENT CONTRACTOR NON-COMPETE AGREEMENT ADDENDUM

The undersigned have executed an independent contractor agreement ("Agreement") dated _____, which is hereafter incorporated by reference as if fully set forth herein. In furtherance of that Agreement, the undersigned agree that as a condition for _____ [Independent Contractor] to continue contracting with ECO Construction & Maintenance Management LLC [name of Company], its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of continued contracting with the Company and receipt of the compensation now and hereafter paid to the Independent Contractor by the Company and the Company's promise in Section 1(a), the Independent Contractor agrees to the following terms and conditions of this Independent Contractor Non-Compete Agreement Addendum (the "Addendum"):

1. Confidential Information.

(a) Company Information. The Company will make available to the Independent Contractor certain Confidential Information of the Company, previously non-disclosed to him or her, which will enable him or her to optimize the performance of his or her duties to the Company. In exchange, the Independent Contractor agrees to use such Confidential Information solely for the Company's benefit. Notwithstanding the preceding sentence, the Independent Contractor agrees that upon the expiration or termination of the Agreement, the Company shall have no obligation to provide or otherwise make available to the Independent Contractor any of its Confidential Information. "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom the Independent Contractor called or with whom her or she became acquainted during the term of the contract), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to the Independent Contractor by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act or omission of the Independent Contractor or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(b) Strictest Confidence. The Independent Contractor agrees at all times during the term of engagement pursuant to the Agreement with the Company and thereafter, to hold in strictest confidence, and not to use, except for the exclusive benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company.

2. Covenant Not to Compete.

(a) Limited Time and Duration. The undersigned Independent Contractor hereby agrees that during the course of the Agreement and for a period of 24 months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option either of the Company or the Independent Contractor, with or without notice, the Independent Contractor will not compete with the Company and its successors and assigns, without the prior written consent of the Company.

(b) Limited Scope of Prohibited Activities. The term "not compete" as used herein shall mean that the Independent Contractor shall not, without the prior written consent of the Company, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, or otherwise for, (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate with, any business in competition with or otherwise similar to the Company's business.

(c) Limited Geographic Scope. This Addendum shall cover the Independent Contractor's activities in every part of the Territory in which the Independent Contractor may conduct business during the term of the Agreement as set forth above. "Territory" shall mean (i) all counties in the State of Florida, (ii) all other states of the United States of America and (iii) all other countries of the world.

(d) Significant Value. The Independent Contractor acknowledges that he or she will derive significant value from the Company's promise in Section 1(a) to provide him or her with that Confidential Information of the Company to enable him or her to optimize the performance of his or her contractual duties to the Company. The Independent Contractor further acknowledges that his or her fulfillment of the obligations contained in this Addendum, including, but not limited to, his or her obligation neither to disclose nor to use the Company's Confidential Information other than for the Company's exclusive benefit and his or her obligation not to compete contained in Section 2(a), (b), and (c), is necessary to protect the Company's Confidential Information and, consequently, to preserve the value and goodwill of the Company. The Independent Contractor further acknowledges the time, geographic, and scope limitations of his or her obligations under Section 2(a), (b), and (c) are reasonable, especially in light of the Company's desire to protect its Confidential Information, and that he or she will not be precluded from gainful employment if he or she is obligated not to compete with the Company during the period and within the Territory as described in Section 2(c).

(e) Series of Separate Covenants. The covenants contained in Section 2(a), (b), and (c) shall be construed as a series of separate covenants, one for each city, county and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Section 2(a) and (b). If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Addendum to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of Section 2 are deemed to exceed the time, geographic, or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

3. Solicitation of Employees. For a period of 24 months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, the Independent Contractor will not hire any employees of the Company and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees to leave its employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either on behalf of the Independent Contractor personally or for any other person or entity.

4. Interference. During the course of the Agreement and for a period of 24 months immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, at the option of either party, with or without notice, the Independent Contractor will not, either directly or indirectly, interfere with the Company's contracts and relationships, or prospective contracts and relationships, including, but not limited to, the Company's customer or client contracts and relationships.

5. Equitable Remedies.

(a) Damages Due to Breach. The Independent Contractor agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Section 2, herein. Accordingly, he or she agrees that if he or she breaches any such section, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Addendum.

(b) Bond Waiver and Consent. No bond or other security shall be required in obtaining such equitable relief, and the Independent Contractor hereby consents to the issuance of such injunction and to the ordering of specific performance.

6. Representations and Warranties by Independent Contractor. If the Independent Contractor is a corporation or a limited liability company, the Independent Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business, that it has all necessary power and has received all necessary approvals to execute and deliver the Addendum, and the individual executing the Addendum on behalf of the Independent Contractor has been duly authorized to act for and to bind the Independent Contractor.

7. General Provisions.

(a) Severability. If one or more of the provisions in this Addendum are deemed void by law, including, but not limited to, the covenant not to compete in Section 2, then the remaining provisions will continue in full force and effect.

(b) Successors and Assigns. This Addendum shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

(c) Construction. The language used in this Addendum will be deemed the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against either party.

(d) Entire Agreement. This Addendum and the Agreement set forth the entire agreement and understanding between the parties relating to the subject matter herein and supersede any and all prior discussions, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Addendum, nor any waiver of any rights under this Addendum, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Independent Contractor's scope of work or compensation will not affect the validity or scope of this Addendum.

(e) Addendum Controlling. In the event a conflict arises between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

(f) Choice of Law. This Addendum shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

(g) Consent to Personal Jurisdiction. THE INDEPENDENT CONTRACTOR EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE SPECIFIED IN SECTION (7) (f) FOR ANY LAWSUIT FILED THERE AGAINST HIM OR HER BY THE COMPANY ARISING FROM OR RELATING TO THIS ADDENDUM.

Signature

The foregoing instrument was acknowledged before me this ____ day of ____, 2011, by _____ of _____ who produced identification or who is personally known to me.

Notary Public _____ NOTARY STAMP

Commission Expires _____

STEVE CHAMU
PRESIDENT
ECO CONSTRUCTION & MAINTENANCE MANAGEMENT LLC

The foregoing instrument was acknowledged before me this ____ day of ____, 2011, by STEVE CHAMU President of ECO CONSTRUCTION & MAINTENANCE MANAGEMENT LLC who is personally known to me.

Notary Public _____ NOTARY STAMP

Commission Expires _____

INTRODUCTION

ECO CONSTRUCTION AND MAINTENANCE MANAGEMENT, LLC and all companies included in the Group (henceforth referred to as ECO or the Company) value the fact that all the operations of the Company are characterised by honesty, integrity and fair play. Thus, it is vital to ensure that dishonesty, disloyalty or corruption does not harm ECO's good reputation.

ECO has a zero tolerance policy on bribery and corruption. This applies to all the Company's business dealings and transactions in all the countries in which the Company or its subsidiaries and business partners operate.

What is considered as a bribe is regulated in each countries legislation.

ECO particularly wish to point out, that the Company do not take any commission from our suppliers. Should any of our Company employees, openly or implied, ask for a commission of any kind, the supplier is requested to immediately inform ECO.

As a business partner /supplier to ECO you should read and comprehend with the content in ECO's Code of Ethics and comply with its policy in all your business dealings with the Company employees. All business carried out with or on behalf of ECO should always be conducted in accordance with the Company Code of Ethics and follow related laws and regulation in the Country of business

ECO is committed to continuously reviewing and updating its policies and procedures, therefore this Code of Ethics can be subject to modification.

Please sign the compliance commitment at page 3 of this Code of Ethics. Return to the Company, indicating that you have received, read, understand and agree to comply with the ECO Code of Ethics.

ADVANTAGES

In the conduct of Company business it is a violation of ECO Code of Ethics if a business partner/supplier offers any kind of advantage to a Company employee.

It is an ECO policy to prevent its employees from requesting, accepting, arranging, offering or giving any kind of advantage.

The term "advantage" could include, but is not limited to: gift, loan, money (regardless currency), fee, reward, journeys, service, bonus, vouchers of any kind, order samples for personal use, employment contract, discount on private purchases and other favours such as sponsoring and event tickets.

ECO does not allow the offer or receipt of hospitality whenever such arrangements could affect the outcome of business transactions, i.e. the purpose is to obtaining or retaining business with ECO.

Instead of gifts ECO recommends our business partners to give a donation to charity.

CONFIDENTIAL INFORMATION

Employees and/or business partners of ECO must never disclose confidential company information to any person outside or within the Company, except with a prior permission from the Company.

Confidential information includes but is not limited to; ECO's financial and commercial relationships, buying, offers, strategies, supplier information, information on suppliers' capacity, IT solutions, campaigns, new sales markets, analyses, sensitive personnel data, information concerning ECO and/or the business carried on within ECO and which is not generally known outside the Company; in other words, has not been published or otherwise communicated by or through ECO.

COMPLIANCE

All ECO business partner /supplier should read and comprehend with the content in ECO's Code of Ethics and comply with all applicable policies and procedures specifically mentioned in this Code of Ethics.

All ECO business partners/suppliers have the responsibility to inform their employees and subcontractors about the content in ECO's Code of Ethics and to secure their compliance.

A deliberate violation of the ECO Code of Ethics will lead to termination of all business connections with the Company.

Since most sections of ECO's Code of Ethics follow the law in each country where the Company operates, any deliberate violation of these guidelines may be a criminal act.

A criminal act under the law as stated in the Code of Ethics may result in prosecution

If you, your employees or subcontractors or any other representative of your company, have questions concerning the meaning or application of ECO's Code of Ethics or noticed anything that is violation against the Code of Ethics, please contact the Company Controller or email to:

dawn@ecogc.com

ECO CONSTRUCTION AND MAINTENANCE MANAGEMENT, LLC CODE OF ETHICS COMPLIANCE COMMITMENT

We hereby confirm that we have received and taken part of ECO's Code of Ethics, i.e. read and comprehend with the content in page 1-2.

We commit to comply with ECO's Code of Ethics, to take the responsibility to inform all our concerned employees and subcontractors about the content in ECO's Code of Ethics and to make sure they comply with the Code accordingly.

If I, or any other representative of my company or subcontractors, have questions concerning the meaning or application of ECO's Code of Ethics, or any other ECO policies, we know that we should contact the Company, knowing that our questions or reports to these sources will be maintained in confidence.

**ECO CONSTRUCTION AND MAINTENANCE MANAGEMENT, LLC
CODE OF ETHICS COMPLIANCE COMMITMENT**

HAS BEEN READ AND UNDERSTOOD.

Place and date

Business partners Company name

Position in the Company, title

Signature

Name in printed letters

Business partners Company stamp