VENDOR SERVICES AGREEMENT

This Vendor Services Agreement (the **"Agreement"**) is made effective as of the date last signed below (the **"Effective Date"**), by and between Dorvie, Inc., a Delaware corporation with its principal place of business in Washington, D.C. (**"Dorvie"** or **"Recipient"**), and the service provider identified on the signature page below, together with its affiliates (**"Provider"**), collectively the **"Parties."**

1. DESCRIPTION OF SERVICES

Dorvie operates a client network and coordination platform through which it identifies, refers, and facilitates service opportunities for independent service providers.

Under this Agreement, Dorvie shall introduce, refer, or otherwise funnel prospective clients from its network to Provider for the performance of services offered by Provider (the “Services”). Provider shall be responsible for delivering the Services to such clients.

Dorvie does not perform the Services and does not control the manner, method, or means by which Provider performs the Services. Subject to client preferences and service parameters communicated through Dorvie, Provider retains sole discretion and responsibility for:

- Execution and performance of the Services;
- Personnel selection and supervision;
- Equipment and materials; and
- Compliance with applicable laws and licensing requirements.

Specific services, pricing, and service parameters may be further described in one or more Statements of Work (“SOW”) incorporated herein by reference.

Provider acknowledges that Dorvie’s role is limited to referral, coordination, scheduling, member communication, vendor matching, and payment facilitation as described in this Agreement.

2. PAYMENT; BILLING STRUCTURE; TRANSACTION FEE

2.1 Billing Relationship

Provider acknowledges and agrees that for all Services introduced, booked, coordinated, or facilitated through Dorvie:

- Provider shall invoice Dorvie, not the client.
- The client shall not be considered Provider’s billing customer for such Services.
- Provider shall have no right to seek payment directly from the client.

- Provider’s sole right to payment for Services performed under this Agreement shall be against Dorvie, subject to the terms herein.
- Dorvie shall be solely responsible for invoicing and collecting payment from the client, and shall do so only after confirmation of client satisfaction as set forth in Section 2.2 below.
- If a client attempts to pay Provider directly, Provider shall refuse such payment and notify Dorvie promptly.

2.2 Client Satisfaction and Deemed Approval
Upon completion of the Services, Dorvie shall request confirmation from the client that the Services have been satisfactorily completed. Dorvie’s request for confirmation shall be delivered via email to the address on file for the client, in-platform notification, or SMS, at Dorvie’s election.

If (a) the client affirmatively confirms satisfaction, or (b) the client does not raise a written dispute within three (3) business days following Dorvie’s request for confirmation, the Services shall be deemed accepted and Dorvie may proceed with payment collection and remittance to Provider.

If a client raises a good faith dispute regarding the Services, Dorvie may temporarily withhold payment pending reasonable resolution.

2.3 Transaction Fee
Beginning on the Effective Date, for each completed service transaction, Dorvie shall retain a transaction fee equal to the then-current rate as set forth in Dorvie’s Fee Schedule, as may be updated from time to time pursuant to Section 18 of this Agreement (the **"Transaction Fee"**). The current Transaction Fee rate as of the Effective Date is **eight percent (8%)** of the total gross service amount charged to the client, not to exceed **Seventy-Five Dollars ($75.00)** per service transaction.

The Transaction Fee applies to each individual service transaction, including recurring services. The Transaction Fee does not apply to approved down payments required prior to commencement of large or custom projects.

2.4 Calculation Basis
The Transaction Fee shall be calculated based on the final gross service amount charged to the client for Services, excluding approved down payments.

2.5 Scope Changes
If the scope of work increases onsite, Provider shall document the additional services and reflect the full and accurate final service amount in its invoice submitted to Dorvie. Provider shall not collect additional payment directly from the client.

2.6 Remittance
Dorvie shall remit to Provider the net amount collected from the client, less the Transaction Fee and authorized adjustments, within thirty (30) days following deemed or confirmed acceptance and receipt of a valid, itemized invoice.

2.7 Refunds; Disputes; Offsets
In the event of client disputes, refunds, or chargebacks arising from Provider's Services, Dorvie may withhold or offset amounts otherwise payable to Provider. The Transaction Fee shall be proportionally adjusted. Provider agrees to cooperate in resolving disputes.

2.8 Billing Circumvention
Any acceptance of direct payment from a client in violation of Section 2.1, failure to report scope increases as required by Section 2.5, or attempt to structure invoices or transactions so as to reduce the Transaction Fee below the amount that would otherwise apply shall constitute a material breach of this Agreement.

3. TERM AND TERMINATION
This Agreement shall continue until terminated by either Party upon thirty (30) days' written notice. Dorvie may terminate this Agreement immediately upon written notice for fraud, criminal conduct, insurance lapse, license lapse, client harm, material breach, or reputational risk to Dorvie.

4. NON-CIRCUMVENTION
During the term of this Agreement and for twelve (12) months thereafter, Provider shall not directly contract with clients introduced by Dorvie for the purpose of circumventing or avoiding any obligation under this Agreement, including without limitation the Transaction Fee. For the avoidance of doubt, this Section applies to any direct engagement with a Dorvie-introduced client, regardless of whether a Transaction Fee would otherwise apply to the services being performed.

5. INDEPENDENT CONTRACTOR STATUS
Provider is an independent contractor and is solely responsible for all taxes, insurance, personnel, and compliance obligations arising from its performance of the Services. Nothing in this Agreement shall be construed to create an agency, employment, partnership, or joint venture relationship between the Parties.

6. CONFIDENTIALITY AND DATA PROTECTION

Provider and its employees, agents, and representatives shall not at any time or in any manner, directly or indirectly, use for their own benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to Dorvie, including without limitation pricing quoted for services. Provider shall protect such information and treat it as strictly confidential. This obligation shall survive termination of this Agreement.

Any oral or written waiver by Dorvie of these confidentiality obligations that allows Provider to disclose Dorvie's confidential information to a third party shall be limited to a single occurrence tied to the specific information disclosed to the specific third party. The confidentiality obligation shall continue in effect for all other disclosures.

7. INSURANCE

Each Party shall maintain, in amounts suitable to meet applicable industry standards, all necessary and appropriate liability insurance covering risks arising out of this Agreement or any applicable Statement of Work. A Party's failure to provide evidence of insurance upon request shall be deemed a default under this Agreement.

Each Party shall provide the other with a certificate of insurance verifying such coverage upon written request. Such certificate shall indicate that the applicable insurance policies may not be canceled before the expiration of a thirty (30) calendar day notification period. Each Party shall notify the other immediately in writing upon receipt of any notice of cancellation or termination of coverage.

8. INDEMNIFICATION

Each Party agrees to defend, indemnify, and hold harmless the other Party and its directors, officers, employees, and agents from and against all claims, demands, actions, judgments, fines, penalties, liabilities, losses, settlements, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Misrepresentations made to persons referred to the other Party about the other Party's pricing or services;
- Failure to perform obligations under this Agreement;
- Acts taken beyond the scope of authority granted under this Agreement; and
- Negligence, willful misconduct, or other wrongful acts or omissions by the indemnifying Party or its employees, agents, or subcontractors.

9. LIMITATION OF LIABILITY

Except with respect to indemnification obligations under Section 8, breaches of confidentiality under Section 6, or claims arising from a Party's willful misconduct,

neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages. Dorvie's total aggregate liability to Provider under this Agreement shall not exceed the total Transaction Fees retained by Dorvie in the twelve (12) months immediately preceding the claim.

10. BACKGROUND CHECKS

Provider agrees to conduct thorough background checks on all employees or subcontractors who may be engaged in the provision of Services under this Agreement. Background checks shall include, at minimum, criminal history, employment verification, and relevant qualifications.

If Provider fails to conduct required background checks, Provider shall promptly provide Dorvie with the contact information of the relevant individuals. Dorvie reserves the right, at its discretion, to conduct background checks on such individuals at its own expense.

Background check results obtained by Dorvie shall be treated as confidential and shall not be disclosed to third parties except as required by law. If background check results reveal information that Dorvie, in its sole discretion, deems unacceptable or poses a risk to its clients or operations, Dorvie reserves the right to deny or terminate the engagement with Provider without liability. Provider acknowledges that such a decision shall not constitute a breach of this Agreement.

11. DEFAULT

The following shall constitute material defaults under this Agreement: acceptance of direct payment from a client in violation of Section 2.1; lapse of required insurance under Section 7; lapse of required licenses or certifications; fraud; or non-compliance with the billing and circumvention provisions of Section 2.

12. FORCE MAJEURE

If performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and the affected Party provides prompt written notice of such event, the obligations of that Party shall be suspended to the extent necessitated by the event. Force Majeure includes, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or other public health crises (including quarantine or other employee restrictions), fire, explosion, vandalism, storm, acts of military or civil authority, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, labor disputes, or supplier failures.

The affected Party shall use reasonable efforts to remove or overcome such causes and shall resume performance with reasonable dispatch upon their cessation.

13. DISPUTE RESOLUTION

The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through informal negotiation. If the dispute is not resolved within thirty (30) days after written notice of the dispute is delivered, either Party may initiate binding arbitration.

Any unresolved dispute shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall:

- Be conducted before a single arbitrator;
- Be conducted remotely by videoconference unless the Parties agree otherwise;
- Be conducted in English; and
- Result in a written award.

The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction. The Parties waive any right to trial by jury.

Nothing in this Section shall prevent either Party from seeking temporary injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm pending resolution of a dispute.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

15. ATTORNEYS' FEES

In any arbitration or legal proceeding arising out of or related to this Agreement, each Party shall bear its own attorneys' fees and costs, except where the arbitrator or court determines that a claim was brought or defended in bad faith, in which case the arbitrator or court may award reasonable attorneys' fees and costs to the prevailing Party.

16. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. If a court or arbitrator finds that any provision is invalid or unenforceable but would be valid and enforceable as modified, such provision shall be deemed written, construed, and enforced as so modified.

17. ENTIRE AGREEMENT

This Agreement, together with any Statements of Work and the Fee Schedule incorporated herein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings between the Parties relating thereto.

18. AMENDMENT

Dorvie may modify or amend this Agreement, including the Fee Schedule, from time to time by providing written notice to Provider, including by email to Provider's address on file.

Unless otherwise stated in the notice, any amendment shall become effective thirty (30) days after delivery of such notice. Provider's continued performance of Services after the effective date of any amendment shall constitute acceptance of the amended Agreement.

If Provider does not agree to a proposed amendment, Provider's sole remedy shall be to terminate this Agreement by written notice delivered before the effective date of the amendment.

For the avoidance of doubt, adjustments to the Transaction Fee set forth in Section 2.3 and the Fee Schedule shall constitute amendments subject to this Section. Dorvie shall provide no less than thirty (30) days' written notice prior to the effective date of any Transaction Fee adjustment. *Provider acknowledges that Dorvie's business model requires the ability to adjust pricing and fee structures over time, and that such adjustments constitute amendments within the scope of this Section.*

19. NOTICE

Notices under this Agreement may be delivered by certified mail or email and shall be deemed received upon written confirmation of receipt. Email notices shall be sent to the address on file for each Party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DORVIE, INC.
Signature: _____
Name: _____
Title: _____
_____
Date: _____

PROVIDER
Signature: _____
Name: _____
Title / Company:

Date: _____

EXHIBIT A – FEE SCHEDULE

This Fee Schedule is incorporated into and made a part of the Dorvie Vendor Services Agreement between Dorvie, Inc. and Provider. Dorvie may update this Fee Schedule from time to time pursuant to Section 18 of the Agreement, with no less than thirty (30) days' prior written notice to Provider.

Current Transaction Fee Rate (effective as of the Effective Date):

- **Rate:** Eight percent (8%) of the total gross service amount charged to the client per completed service transaction.
- **Cap:** No single Transaction Fee shall exceed Seventy-Five Dollars ($75.00) per transaction.
- **Exclusions:** Approved down payments required prior to commencement of large or custom projects are excluded from the Transaction Fee calculation.
- **Scope Changes:** Transaction Fees apply to the final gross amount, including any onsite scope increases documented and reported by Provider pursuant to Section 2.5 of the Agreement.

Future updates to this Fee Schedule will be communicated to Provider in writing and will take effect thirty (30) days after notice. Provider's continued performance of Services following the effective date of any updated Fee Schedule constitutes acceptance of the revised rate.