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## MASTER SERVICE AGREEMENT

The services that Junk Removal Authority provides are subject to the following Terms of Use outlined in this Master Service Agreement.

**THIS AGREEMENT** (“**Agreement**”) is entered into by and between **Junk Removal Authority** (“**JRA**”), a North Carolina company with offices at 950 Windy Rd, Suite 204, Apex, NC 27502 and (“**Client**”) with the agreement executed in Apex, North Carolina.

**Whereas, Client** desires to retain **JRA** to provide services as described in the attached **Work Order** (“**Project**”) which is hereby integrated into this **Agreement**; and

**Whereas, JRA** desires to undertake the Project described in the **Work Order** subject to the specifications contained therein;

**Now, Therefore**, with the intent of establishing their respective rights and obligations towards one another in a written memorandum, **JRA** and **Client** (each a “**Party**” and together “**Parties**”) agree as follows:

1. **Professional Services.** JRA hereby agrees to use its best efforts to provide professional-quality services as described in the **Work Order**.
2. **Nature of Relationship.** JRA shall perform its services to or for **Client** as a **Contractor only**. Client shall not be responsible for any employment taxes or similar expenses relating to the retention of JRA hereunder. Nothing in this Agreement shall appoint either Party, its officers, directors, employees, or representatives as the agent, partner or legal representative of the other. Neither Party shall have any power to represent, act on behalf of, or obligate the other to any third-party without the full explicit written consent of the other Party.
3. **Liability for Third-Party Obligations.** To the extent that JRA facilitates Client’s ability to enter

into any contract with any third-party, Client shall be solely and exclusively responsible to such third-party, and all other lawful beneficiaries of such contract, for the full performance of any and all of its contractual obligations. Client shall also be responsible for all claims of any kind leveled against Client or JRA for any misconduct related to the rendering of services (e.g., an accident on the way to a job, damage to property during a job, or improper disposal of hazardous materials). In addition to any other remedies, Client agrees to indemnify, defend, and hold JRA harmless from any and all claims made against JRA by any third-party in relation to any of Client's obligations, omissions, negligence or other allegation of impropriety.

4. **Initial Term and Renewal.** This Agreement shall become operative on the date that **JRA** accepts this Agreement from **Client** and shall continue until all services described in the Work Order have been rendered. In the event that the Parties make changes to the scope or services of the project, this Agreement shall automatically be extended for such time as may be required to complete such changes. Should the services described within the Work Order be of an ongoing nature, then either party may terminate this Agreement by providing the other Party with notice of the longer of: (a) the time period specified for termination in the Work Order, if any; and, (b) Ninety (90) days. Notice shall be in writing, including, without limitation, electronic communication, and effective upon receipt.
5. **Fees and Payments.** Rates, fees and payment schedules for all services to be rendered under this Agreement are specified in the **Work Order**. By signing this Agreement, **Client** acknowledges and accepts the rates, fees, and schedules therein. Time is of the essence of this Agreement. Invoices and Credit Card Charges will be issued based on the payment schedules in the **Work Order** and are due upon receipt of the invoice. A late fee of 1.5% per month, or the maximum permitted by law, whichever is less, shall apply to late payments.
6. **Payment Authorization.** Client grants JRA explicit permission to charge the credit card and/or bank account (via ACH or demand draft) provided by Client, from time to time, for all services rendered according to the terms outlined in attached work order(s). Client's credit card and/or bank account information will be securely stored. Client's authorization shall remain in effect until either party provides written notice of its cancellation in accordance with the terms outlined in attached work order(s) and for such additional period as may be necessary to give the business and receiving financial institutions opportunity to act on such cancellation.

7. **Governing Law.** This Agreement shall be interpreted under the laws of the State of North Carolina and any disputes between the parties shall be governed by and determined in accordance with the internal substantive laws of the State of North Carolina, without reference to any foreign laws or conflicts of laws principles.
8. **Agreement and Modification.** This Agreement, along with the attached Work Order, pertains to the services to be provided by JRA to the Client, and constitutes the **Entire Agreement** between the Parties, superseding any and all prior or contemporaneous agreements, oral or written, concerning the subject matter hereof. JRA may, at any time, and at their sole discretion, modify the terms of this Master Service Agreement, with or without notice to the Client. Any such modification will be effective immediately upon posting on the [www.junkra.com](http://www.junkra.com) website; however, Client may notify JRA of any objection to such changes within ten working days, in which case, the Master Service Agreement shall revert to the last version agreed or not objected to. Client's continued use of JRA's services after any such change without timely objection constitutes Client's acceptance of the modified Master Service Agreement. Any modifications to the terms of any Work Order must be in writing and signed by both Parties. Client's execution of this Agreement constitutes explicit consent to this provision.
9. **Language Order Of Precedence.** In the event of a conflict between this Agreement and the **Work Order**, the **Work Order** shall prevail.
10. **Recording of Calls.** As a part of Junk Removal Authority's aim for high quality services, ALL phone calls are recorded using JRA work phones and software platforms. Client hereby consents to the recording of their calls as well as any calls JRA may have on the Client's behalf with the Client's customers. Client also consents to the review and storage of associated voice recordings for the purposes of supervision, research, review or training sessions with employees and customers to aid work efforts.
11. **Intellectual Property.** JRA warrants that it will not knowingly infringe on any copyright or trade secrets of any third party in the performance of its services. To the extent that any material used by JRA contains matter proprietary to a third party, JRA shall, at Client's expense and approval, obtain licensing from the owner permitting the use thereof and granting JRA the right to sub-license its use.

JRA MAKES NO WARRANTIES OF NON-INFRINGEMENT OF ANY rights that are unknown to JRA. Furthermore, JRA offers no warranty for its use, integration, modification, or other implementation of any materials provided by Client. Client assumes all risk of infringement for such materials and agrees to indemnify and hold JRA harmless for any claims resulting from JRA's use of client-supplied materials.

12. **Limitation of JRA's Liability.** Client agrees that no promises or guarantees have been made by JRA regarding projected sales volumes, market potential, revenues, profits, or operational assistance other than as stated in this Agreement or in any disclosure document provided by JRA or its representatives. The Project involves operational risks and depends, in large part, upon Client's ability as an independent business to manage the daily affairs and obligations of the business.

Client expressly releases JRA and its successors, officers, directors, shareholders, affiliates, employees and agents for any lost profit or other losses or damages to Client of any type, nature or description, special, indirect, or consequential which may be caused directly or indirectly by any delays, inadequacies of services, or any other cause by JRA or its personnel. JRA makes no express or implied warranties of any type or nature, including merchantability and / or fitness of work for any particular purpose.

Client agrees to indemnify, pay the defense costs of, and hold harmless JRA, and its successors, officers, directors, shareholders, affiliates, employees and agents from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with: (i) any claim for bodily injury, death, or property damage related to performance hereunder, (ii) any claim that the Services infringe any copyright, patent, trade secret, trademark, or other legal right of any third party which results from the use of materials or direction provided by Client; and, (iii) any other claim related to the services provided under this agreement.

13. **Confidentiality.** During the term of this agreement and in perpetuity each Party will take all Reasonable Care to prevent the unauthorized use or dissemination of the other Party's confidential information. "Reasonable Care" means at least the same degree of care as a prudent person would use to protect its own confidential information from unauthorized disclosure.

To the extent that either party discloses confidential information, the recipient party agrees to have all

its employees, personnel, and / or persons who will be or might have access to such information, sign Non-Disclosure agreements preventing further dissemination. Either party may request copies of such Non-disclosure documents upon reasonable request.

For the purposes hereof, *Confidential Information* means any business practice or technique which is not generally known and which is provided by one party to the other.

Confidential information does not include information that:

- (a) was known before disclosure;
- (b) Becomes public knowledge through no fault of the recipient;
- (c) Is obtained from sources other than the disclosing Party, who owe no duty of confidentiality to such Party; or,
- (d) Which is independently developed outside the scope of this Agreement.

14. **No Poaching.** Client and JRA agree not to directly or indirectly employ, offer to employ, or otherwise engage any employee, contractor, or agent of the other Party during the term of this Agreement and for a period of Eighteen (18) months thereafter without the prior written consent of the other Party.
15. **Attorneys' Fees.** In the event of a dispute between the Parties, including any dispute involving an officer, director, employee or managing agent of a party to this Agreement, in addition to all other remedies, the court or mediator shall order the non-prevailing party to pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as a result of such dispute.
16. **Invalidity.** If any provision of this Agreement is held to be invalid in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed to replace the invalid provision as if it were originally included. The remaining provisions of this Agreement shall not be affected by such modification.
17. **No Warranty.** The professional services rendered under this agreement are provided on a *best efforts* basis and therefore no warranties or guarantees shall be provided or implied by course of dealing,

course of performance, or usage of information. These disclaimers are an essential part of this Agreement and formed the basis for determining the rates charged to Client. Client agrees to assume all risks for decisions and third-party actions which may impact Client's business, all of which are beyond JRA's control.

18. **Notices.** All notices given under this Agreement shall be sent in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentations of receipt, at the address set forth in the first paragraph of this Agreement or at such other addresses either Party may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid, or when received via overnight delivery, as may be applicable.
  
19. **Early Termination.** If any dispute arises between the Parties, they shall make reasonable efforts to resolve the situation between themselves. If such efforts fail, JRA may, but need not, terminate this Agreement, regardless of any other provision herein, by providing written notice to Client. If at the time of such termination, Client owes any amount to JRA, Client shall pay this amount to JRA within 15 Days of the last day that the Services are provided, or when due, if already billed, whichever is earlier. JRA may retain prepayments in its sole discretion.
  
20. **General Provisions**
  - (a) Each person signing this Agreement warrants that they have full authority to execute this Agreement and, if representing an entity, authority to bind that entity hereto. Client's signatory personally guarantees Client's performance of this Agreement.
  - (b) This Agreement may be executed in counter-parts and an electronic copy shall be legally binding as if it were an original.
  - (c) Headings in this Agreement are for convenience purposes only and are not to be construed substantively.
  - (d) Both Parties agree that they have had the opportunity to review this Agreement and consult with legal counsel regarding its terms. They therefore agree that no presumption against the drafter of this Agreement shall be made in the event of any unclear language used herein.