

## CONTRACTOR'S AGREEMENT

Contractor ("Contractor") desires to perform work on Dallas Market Center property, WTC-Trade Mart 2015, L.P. and its affiliates (collectively "DMC"), agree that contractor may perform work on Dallas Market Center property provided Contractor agrees to the following terms and conditions. This Agreement covers work performed by Contractor for DMC and for work performed by Contractor for exhibitors/tenants of DMC.

1. **Agreement to Meet Minimum Insurance Requirements.** Contractor agrees:
  - a. To carry, at Contractor's expense, General Liability on an occurrence basis with limits of not less than \$2,000,000 aggregate and \$1,000,000 per occurrence; Business auto liability with limits of not less than \$1,000,000 for owned/non-owned/hired vehicles and Workers' Compensation with limits of 500/500/500 or Employer's Indemnity Coverage with combined single limit of \$500,000;
  - b. To be responsible for any and all costs in the event of injury to any employee or individual working with or for Contractor in the event Workers' Compensation or Employer's Indemnity Coverage is not provided;
  - c. WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P., Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P. shall be named as additional insured on all general liability and business auto policies and insurance carried by contractor must be primary over any other insurance;
  - d. General Liability, Automobile, Workers' Compensation or Employers Indemnity policies will provide a waiver of subrogation in favor of WTC Trade Mart Fee, L.P., ITP Fee, L.P., Market Center Land, L.P., Market Center Management Company, Ltd., International Trade Plaza 2015, L.P., WTC-Trade Mart 2015, L.P., AM Campus, L.P.; and Endorsements or policy language will be provided to DMC.
  - e. A sample certificate of insurance reflecting DMC's insurance requirements is attached.
2. **Agreement to Abide by DMC Ethics and Work Policies.** DMC has a reputation for honesty and integrity in business dealings and lawful and ethical behavior. This reputation is a source of pride as well as one of the greatest assets of our company because it instills the necessary trust and confidence in DMC by customers and third-party contractors. Following are guidelines and standards of conduct that DMC expects all contractors and third party representatives to abide by when conducting business within DMC property:
  - a. No gifts, money or entertainment may be given to associates of DMC by any contractor at any time.
  - b. Any form of bribery or kickback offered to any associate of DMC is illegal and expressly prohibited.
  - c. Contractors shall not make disparaging comments about DMC or DMC associates in any form to DMC exhibitors, employees of exhibitors, buyers or any visitor to DMC.
  - d. Contractors shall not advise or suggest to exhibitors that they should inquire about or request DMC to provide rental incentives, or monetary subsidies to assist in tenant improvements to a showroom, or suggest that DMC provide funding or reimbursement of any kind to an exhibitor.

- e. Contractors and their employees and subcontractors at all times shall park in areas designated by the DMC. DMC reserves the right to have any Contractor's (or their respective employee or subcontractor's) vehicle removed, at Contractor's expense, in the event their vehicles are parked other than in the designated area.
- f. Contractors are expected to provide DMC exhibitors complete, all-encompassing bids for any work to be performed; if a bid does not completely encompass the work required the Contractor must specifically outline the items and anticipated costs the exhibitor may anticipate to complete the tenant improvement.
- g. Contractors are responsible for studying and understanding existing conditions and field requirements prior to designing, bidding or performing any work for exhibitors unless agreed to in writing; Contractor will not commit DMC nor should DMC be encouraged to improve any space beyond its existing condition.
- h. Contractors shall enforce strict discipline and good order among Contractor's employees, subcontractors and other persons under their direction and/or control.
- i. Contractor shall at all times ensure that Contractor, Contractor's employees, subcontractors and all other persons under their direction and/or control have been instructed and trained in accordance with all OSHA regulations.
- j. Contractor shall at all times ensure that Contractor, Contractor's employees, subcontractors and all other persons under their direction and/or control are at all times in compliance with any State of Texas, City or County of Dallas or any Federal regulations, ordinances, directives or other guidance given in relation to the current COVID-19 pandemic or any future situations which give rise to the necessity for additional health and safety precautions to be taken. DMC reserves the right, in its sole discretion, to refuse admittance to any contractor requesting access to work on DMC property who is not in compliance, to DMC's satisfaction, with any such regulations, ordinances, directives or other guidance.
- k. Lease terms and conditions between DMC and its exhibitors is considered proprietary information; should Contractor be made aware of any proprietary information regarding a lease between DMC and an exhibitor, that information should not be disclosed or discussed with any other person or entity and is expressly considered Confidential Information as detailed below.

### **3. Work Conditions.**

- a. Contractor shall ensure that any debris is disposed of properly and not be left in the hallways or other common areas for DMC to handle. All debris, excluding paint cans, shall be transported to the applicable dock for disposal in trash compactors.
- b. No paint cans, whether containing paint or empty, may be left outside any tenant spaces by Contractor. This specifically includes placing paint cans in hallways or outside the buildings. Contractor shall be responsible to make the necessary arrangements to properly dispose of all paint. Contractor shall provide a deposit of \$250.00 per job to cover any costs incurred by DMC for disposal of paint left by Contractor. This deposit is in addition to any cost for a work permit required by DMC. Upon completion

of the job and receipt of proof that all paint and cans have been disposed of offsite, DMC shall refund the deposit to Contractor.

4. **Non-disclosure.** Contractor acknowledges that in association with his/her previous employment with DMC, Contractor has knowledge of confidential business and industry information related to DMC (which, together with any lease specific information that Contractor may learn, collectively considered "Confidential Information"). Under no circumstances shall Contractor disclose any of the Confidential Information without the prior written consent of DMC or as required by a court of competent jurisdiction or applicable law. The obligations related to Confidential Information shall not apply to any information if: (a) it was in the public domain prior to completion of Contractor's employment with DMC; or (b) it entered the public domain through no fault of the Contractor. Contractor acknowledges and agrees that the remedies at law for breach of any covenant in this section 4 may be inadequate and that DMC shall be entitled to injunctive relief for any breach of this section 4 by Contractor. Nothing herein shall be construed as limiting DMC's right to any other remedies at law, including the recovery of damages for breach of this section 4. The non-disclosure shall be governed by and construed and interpreted in accordance with the laws of the State of Texas without giving effect to its conflict of law rules.
5. **Removal from Property.** DMC reserves the right to remove from DMC property, and to prohibit any Contractor (and/or their affiliates or associates) that DMC determines, in its sole discretion, has violated any of the conditions outlined in this Contractor's Agreement from working on the Property. Additionally, notwithstanding anything contained in this Contractor Agreement, at its sole discretion DMC can prohibit any contractor or third-party or their associates from access to the Dallas Market Center property.

IN WITNESS WHEREOF, DMC and Contractor have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Agreed:

WTC-Trade Mart 2015, L.P.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Mitzi Tally

Printed Name: \_\_\_\_\_

Title: Authorized Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_