

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("Agreement") is entered into by and between Lioher Enterprise, LLC, Alvic USA, LLC, and any of their affiliated entities operating in the United States (collectively, the "Company"), and the undersigned service provider ("Vendor").

1. Effective Date

This Agreement shall become effective on _____ ("Effective Date") and shall remain in effect while Vendor provides services to the Company, unless terminated in writing in accordance with Section 9.

2. Scope of Services

Vendor agrees to provide the services requested by the Company in a professional and workmanlike manner, consistent with industry standards, and in compliance with all applicable federal, state, and local laws and regulations. The specific services, deliverables, and pricing may be described in one or more purchase orders, work orders, or written quotes issued by the Company, each of which is incorporated into and governed by this Agreement.

3. Independent Contractor Status

Vendor acknowledges that it is acting as an independent contractor and not as an employee, partner, joint venturer, or agent of the Company. Vendor shall be solely responsible for all taxes, withholdings, benefits, and statutory obligations related to its personnel, and has no authority to bind the Company.

4. Assumption of Risk and Indemnification

Vendor agrees to assume full responsibility for any and all injuries, damages, losses, or claims arising out of or related to Vendor's presence or activities while on Company premises or performing services for the Company. Vendor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and affiliates from and against any claims, liabilities, damages, penalties, or expenses (including reasonable attorneys' fees) resulting from Vendor's acts, omissions, negligence, or misconduct, or from Vendor's breach of this Agreement.

5. Insurance Requirements

Vendor must maintain, at its own expense, adequate insurance coverage throughout the term of this Agreement, including at minimum:

- Commercial General Liability Insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- Workers' Compensation Insurance as required by law, OR a valid Workers' Compensation Exemption (where permitted under state law).
- Automobile Liability Insurance of not less than \$1,000,000 combined single limit where vehicles are used in connection with the services.

Vendor shall provide a Certificate of Insurance that names the applicable Company entity as both Certificate Holder and Additional Insured, and shall provide at least thirty (30) days' written notice prior to cancellation or material change of coverage. Failure to provide proof of insurance or a valid exemption may result in denial of access to Company facilities and suspension of payment.

6. Confidentiality

Vendor shall keep confidential all non-public information disclosed by or obtained from the Company, including pricing, customer lists, designs, drawings, business processes, and trade secrets ("Confidential Information"), and shall use such information solely to perform the services. This obligation survives termination of this Agreement. Upon the Company's request, Vendor shall return or destroy all Confidential Information.

7. Payment Terms

Unless otherwise agreed in writing, the Company shall pay undisputed, properly documented invoices within thirty (30) days of receipt (Net 30). Each invoice must reference the applicable purchase or work order. The Company may withhold payment for services not performed in accordance with this Agreement until the matter is resolved. Vendor's prices include all applicable taxes unless separately and lawfully itemized.

8. Warranty

Vendor warrants that all services will be performed in a competent, professional manner and that all goods or materials supplied will be free from defects in material and workmanship. Vendor shall promptly re-perform or correct, at no additional cost, any services or materials that fail to meet this standard.

9. Term and Termination

Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure the breach within ten (10) days of notice. Upon termination, Vendor shall be paid for services properly performed through the effective date of termination. The obligations regarding indemnification, confidentiality, and limitation of liability survive termination.

10. Limitation of Liability

Except for Vendor's indemnification obligations, breach of confidentiality, or gross negligence or willful misconduct, in no event shall the Company be liable to Vendor for any indirect, incidental, special, or consequential damages. The Company's total liability under this Agreement shall not

exceed the amounts paid to Vendor for the specific services giving rise to the claim.

11. Lien Waiver

To the extent Vendor performs work on real property or installs materials, Vendor agrees to keep the Company's property free of liens and shall, upon request and as a condition of payment, furnish lien waivers and releases for Vendor and for its subcontractors and suppliers.

12. Safety and Compliance

Vendor agrees to comply with all Company safety policies and procedures while on Company property, and with all applicable OSHA and other health and safety regulations.

13. Compliance with Laws

Vendor represents that it and its personnel are authorized to work and operate lawfully in the United States and shall comply with all applicable laws, including immigration, labor, anti-bribery, and licensing requirements.

14. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the state where the services are performed, without regard to conflict-of-law principles. The parties shall first attempt to resolve any dispute in good faith. Any dispute not resolved may be submitted to the state or federal courts located in that state, which shall have exclusive jurisdiction.

15. Entire Agreement; Amendment; Assignment

This Agreement, together with any purchase or work orders, constitutes the entire agreement between the parties and supersedes all prior understandings. It may be amended only in a writing signed by both parties. If any provision is held unenforceable, the remaining provisions remain in full force. Vendor may not assign this Agreement without the Company's prior written consent; the Company may assign it to an affiliate or successor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Contracting Company Entity (check one):

Lioher Enterprise, LLC

Alvic USA, LLC

COMPANY

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____

VENDOR

Vendor Legal Name: _____

Authorized Representative: _____

Title: _____

Signature: _____ Date: _____

BANK DETAILS

Bank Name: _____

Account Holder Name: _____

Account Number / IBAN: _____

Routing Number / SWIFT: _____

Fraud-prevention notice:

Any request to add or change banking details must be confirmed verbally by the Company with a previously known Vendor contact before any payment is processed. The Company will not be responsible for payments made to account information that was fraudulently altered by a third party.

VENDOR INFORMATION & COMPLIANCE REQUIREMENTS

To be approved as a vendor, please submit the following documents. Documents must be submitted before any payment is issued or services begin.

- Completed and signed Service Provider Agreement
- Signed IRS Form W-9 (or W-8BEN for foreign vendors)
- Certificate of Insurance (General Liability, naming Company as Additional Insured)
- Workers' Compensation Certificate OR Workers' Compensation Exemption
- Completed Vendor Information Form (banking details for ACH payments)