

CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

_____ of _____
(the "Client")

- AND -

VIRAL CLEAN MAUI LLC of P.O. Box 2204, Kihei Hawai'i 96753
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Viral Clean Maui will sanitize/disinfect with the use of U.V and U.V.C spectrum lights both stationary and manual application as well as the physical application of liquid atomized spray made from ethyl alcohol and natural antibiotic essential oils.

 - . Viral Clean Maui LLC will set up a U.V or a U.V C broad Spectrum Ultraviolet Germicidal Irradiation,

Ultraviolet germicidal irradiation (UVGI) Disinfection does not necessarily kill all microorganisms, especially resistant bacterial spores; it is less effective than sterilization, which is an extreme physical or chemical process that kills all types of life.

2. The Services will also include any other tasks which the Parties may agree on in writing. The Contractor hereby agrees to provide such Services to the Client once said tasks are agreed upon.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
To be customized to the specification of the job request.
8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Additional Resources

9. The Client agrees to provide, for the use of the Contractor in providing the Services, the following resources:
 - Viral Clean Maui LLC will provide client with a "Certificate of Appropriate Application" of the disinfection process to be dated on day of service signed by the Technician outlining the process that was performed.

Confidentiality

10. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

Return of Property

11. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

12. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. _____

b. VIRAL CLEAN MAUI LLC
P.O. Box 2204, Kihei Hawai'i 96753

or to such other address as any Party may from time to time notify the other.

Insurance

14. The Contractor will be required to maintain general liability insurance in the amount of \$1,000,000.00 and only to the extent permitted by law.
15. Viral Clean Maui LLC does not guarantee or imply that all viral bacteria will be removed from all hard surfaces. There is no guarantee that all viruses will be killed and/or removed from all surfaces that have been treated. Viral Clean Maui LLC will disinfect and sanitize all surfaces that we are capable of contacting but under no circumstances do we guarantee that these surfaces will remain germfree, bacteria free, or virus free. Client understands this disclosure statement and will hold harmless Viral Clean Maui LLC.

Client shall to indemnify and defend Viral Clean Maui LLC from any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party related to the disinfection and/or Sanitization of clients property located in Maui, Hawaii, including Viral Clean Maui LLC respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

. Client shall fully defend, indemnify, and hold harmless Viral Clean Maui LLC, and its employees and contractors, from any claims, demands, lawsuits, causes of action, liability loss, damage, or injury without limitation. These may include claims regarding personal injury, property damage and monetary loss.

In the event any claim or suit is brought against Viral Clean Maui LLC, Client shall pay for legal counsel to defend against claims that are within the scope of this agreement.

Should any party to this agreement file suit in a court of law to enforce or interpret this Agreement, the prevailing party shall be entitled to any legal fees incurred in defending against a third party claim as well as reasonable legal fees and costs incurred in an effort to enforce or interpret this Agreement. Should any party to this agreement file suit in a court of law to enforce or interpret this Agreement, the prevailing party shall be entitled to any legal fees incurred in defending against a

third party claim as well as reasonable legal fees and costs incurred in an effort to enforce or interpret this Agreement.

This agreement shall be interpreted under the laws of the State of Hawaii.

16. It is acknowledged that the Viral Clean Maui LLC's failure to achieve substantial completion of the work within the Agreement may cause the Owner to incur damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Client of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Viral Clean Maui LLC agrees that liquidated damages may be assessed and recovered by the Client as against Viral Clean Maui LLC, in the event of any alleged breach of this agreement and without the Client being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Viral Clean Maui LLC shall be liable to the Client for payment of liquidated damages in the amount of two (2) times the actual amount paid to Viral Clean Maui LLC for services under this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.
17. Legal Expenses; In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

20. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Inurement

22. This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

23. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

24. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

25. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Hawaii, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

26. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

27. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

THE PARTIES EXPRESSLY WARRANT THAT THEY HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND AGREE TO SAME AS THEIR OWN FREE ACT AND WITH THE ADVICE OF LEGAL COUNSEL.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

_____(Client)

VIRAL CLEAN MAUI LLC

Per: _____ (Seal)