



## CONTRACTOR SERVICE AGREEMENT

This Contractor Service Agreement (the "Agreement") is made and entered into as of the date of acceptance (the "Effective Date") by and between Quality Local Contractors, a Canadian-based business with future plans to expand into the United States ("QLC"), and the undersigned contractor (the "Contractor").

- 1. Scope of Services** 1.1 The Contractor agrees to provide professional trade services, including but not limited to plumbing, electrical work, HVAC, and other contractor-related services, to clients obtained through QLC's lead generation platform (the "Services").
- 2. Independent Contractor Status** 2.1 The Contractor acknowledges that they are an independent contractor and not an employee of QLC. The Contractor shall have full control over their working schedule, tools, and methods.
- 3. Payment Terms** 3.1 The Contractor agrees to pay QLC a lead generation fee or membership fee, as applicable, based on the terms outlined in the Lead Purchase Agreement or Membership Agreement. 3.2 QLC shall not be responsible for the Contractor's taxes, insurance, or benefits. The Contractor is solely responsible for complying with all applicable tax laws and regulations.
- 4. Lead Handling** 4.1 Leads provided by QLC are exclusive to the Contractor unless otherwise stated. The Contractor agrees not to resell or share leads. 4.2 If the Contractor cannot fulfill a lead, they must notify QLC within 24 hours.
- 5. Liability and Indemnification** 5.1 The Contractor agrees to hold QLC harmless from any claims, damages, or losses arising from the Contractor's performance of services. 5.2 The Contractor is required to maintain proper liability insurance as mandated in the Insurance Requirement Disclosure.
- 6. Compliance with Laws** 6.1 The Contractor agrees to comply with all local,

provincial, federal, and future U.S. state laws while performing services obtained through QLC.

- 7. Termination** 7.1 Either party may terminate this Agreement with 14 days' written notice. 7.2 QLC reserves the right to terminate this Agreement immediately if the Contractor engages in unethical or illegal practices.
- 8. Confidentiality** 8.1 The Contractor agrees not to disclose any confidential information provided by QLC, including lead lists, client information, or proprietary business practices.
- 9. Dispute Resolution** 9.1 Any disputes arising under this Agreement shall first be resolved through mediation. If unresolved, binding arbitration shall be conducted in accordance with Canadian law or, upon U.S. expansion, in accordance with applicable U.S. state law.
- 10. Governing Law** 10.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, until such time that QLC files a U.S. LLC, at which point applicable U.S. state law shall also apply.