



## **DISPUTE RESOLUTION AGREEMENT**

This Dispute Resolution Agreement ("Agreement") is entered into by and between Quality Local Contractors ("QLC"), a Canadian-based business with future plans for U.S. expansion, and the undersigned contractor ("Contractor"). This Agreement establishes the process for resolving conflicts between QLC, contractors, and clients.

### **1. Purpose**

- The purpose of this Agreement is to outline a structured approach to resolving disputes arising from the Contractor's use of QLC's platform, including conflicts with QLC, clients, or other contractors.
- The Contractor agrees to engage in good-faith efforts to resolve disputes through the mechanisms outlined below before pursuing legal action.

### **2. Informal Resolution**

- The parties shall first attempt to resolve any dispute informally by communicating their concerns and attempting to reach a mutually agreeable solution.
- If an issue arises, the disputing party must provide written notice to the other party, outlining the nature of the dispute and proposed resolution.
- The receiving party shall have [X] business days to respond and attempt to resolve the issue informally.

### **3. Mediation**

- If informal resolution is unsuccessful, the parties agree to engage in mediation facilitated by a neutral third-party mediator.
- Mediation shall take place in [Location] or be conducted virtually if agreed upon by both parties.

- Each party shall bear its own mediation costs, with the cost of the mediator shared equally.
- The results of mediation are non-binding unless both parties agree to a written resolution.

#### **4. Arbitration**

- If mediation fails to resolve the dispute, the parties agree to submit the matter to binding arbitration in accordance with:
  1. The **Arbitration Act** of Ontario, Canada.
  2. Applicable **U.S. state arbitration laws** if the dispute arises within the U.S.
- Arbitration shall be conducted by a single arbitrator mutually agreed upon by both parties or appointed by an arbitration organization.
- The arbitrator's decision shall be final and enforceable in a court of law.
- Arbitration fees shall be shared equally by both parties unless otherwise determined by the arbitrator.

#### **5. Exclusions from Arbitration**

- QLC reserves the right to seek injunctive relief in a court of law for any breach of confidentiality, intellectual property rights, or fraudulent activity by the Contractor.
- The Contractor retains the right to pursue claims in small claims court where applicable.

#### **6. Governing Law**

- This Agreement shall be governed by the laws of the Province of Ontario, Canada. Upon QLC's U.S. expansion, applicable U.S. state laws shall also apply.
- Any legal proceedings outside of arbitration shall be brought in the courts of Ontario, Canada, or the applicable jurisdiction in the U.S.

#### **7. Final Provisions**

- The Contractor acknowledges that they have read, understood, and voluntarily agreed to the dispute resolution process outlined in this Agreement.
- This Agreement remains in effect as long as the Contractor is engaged with QLC's platform.