



INDEPENDENT CONTRACTOR AGREEMENT

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

- 1. Independent Contractor Relationship**
 - 1.1 The Contractor acknowledges and agrees that they are an independent contractor and not an employee, agent, or representative of QLC.
 - 1.2 The Contractor shall have full control over their working schedule, methods, and tools used to perform the services.
 - 1.3 Nothing in this Agreement shall create an employer-employee relationship, partnership, or joint venture between QLC and the Contractor.

- 2. Scope of Work**
 - 2.1 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").
 - 2.2 The Contractor is responsible for delivering quality services in compliance with industry standards and applicable regulations.

- 3. Payment and Taxes**
 - 3.1 The Contractor shall be compensated according to the terms outlined in a separate Lead Purchase Agreement or Membership Agreement.
 - 3.2 The Contractor is responsible for paying all applicable taxes, including income tax, self-employment tax, and any other statutory withholdings.
 - 3.3 QLC shall not provide the Contractor with benefits, including but not limited to health insurance, retirement plans, or paid leave.

- 4. Liability and Insurance**
 - 4.1 The Contractor shall be solely responsible for their actions, omissions, and the quality of their work.
 - 4.2 The Contractor agrees to indemnify and hold QLC harmless from any claims, damages, or liabilities arising from the performance of services.
 - 4.3 The Contractor shall maintain valid liability insurance as required by applicable laws and regulations.

- 5. Compliance with Laws** 5.1 The Contractor agrees to comply with all applicable local, provincial, federal, and future U.S. state laws while performing services obtained through QLC.
- 6. Confidentiality** 6.1 The Contractor agrees not to disclose any confidential information provided by QLC, including but not limited to lead lists, client details, and proprietary business practices. 6.2 This confidentiality obligation shall remain in effect even after the termination of this Agreement.
- 7. Term and Termination** 7.1 This Agreement shall remain in effect until terminated by either party. 7.2 Either party may terminate this Agreement with 14 days' written notice. 7.3 QLC reserves the right to terminate this Agreement immediately if the Contractor engages in unethical, illegal, or unprofessional conduct.
- 8. Dispute Resolution** 8.1 Any disputes arising under this Agreement shall first be resolved through mediation. 8.2 If mediation fails, binding arbitration shall be conducted in accordance with Canadian law or, upon U.S. expansion, in accordance with applicable U.S. state law.
- 9. Governing Law** 9.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. 9.2 Upon QLC's expansion into the United States, applicable U.S. state law shall also apply.