



INDEPENDENT SALES REPRESENTATIVE AGREEMENT

This Independent Sales Representative 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 independent sales representative ("Representative"). This Agreement outlines the terms and conditions governing the Representative's role in promoting QLC's platform and recruiting contractors.

1. Purpose

- The purpose of this Agreement is to define the relationship between QLC and the Representative, who will promote QLC's platform and assist in acquiring contractors.
- The Representative acknowledges that they operate as an independent contractor and not as an employee, partner, or agent of QLC.

2. Scope of Services

- The Representative's responsibilities include:
 - 1) Identifying and engaging potential contractors to join QLC's platform.
 - 2) Educating contractors on QLC's services, benefits, and requirements.
 - 3) Following ethical sales practices and complying with applicable laws.
- The Representative shall not have authority to:
 - 1) Bind QLC to any contractual agreements.
 - 2) Represent themselves as an employee or agent of QLC.
 - 3) Make any warranties or guarantees beyond those explicitly stated by QLC.

3. Compensation

- The Representative will receive commission-based compensation for successfully onboarded contractors, as outlined in QLC's Sales Commission Plan.
- Commissions will be paid within [X] days of contractor registration and successful payment processing.
- QLC reserves the right to modify commission structures with [X] days' notice.

4. Independent Contractor Status

- The Representative acknowledges and agrees that they:
 - 1) Operate as an independent contractor, not an employee of QLC.
 - 2) Are responsible for their own taxes, insurance, and business expenses.
 - 3) Have no entitlement to employee benefits from QLC.

5. Compliance and Ethical Conduct

- The Representative agrees to:
 - 1) Adhere to all applicable local, provincial, federal, and U.S. state laws.
 - 2) Maintain professionalism and integrity in all interactions.
 - 3) Avoid misleading representations or deceptive marketing practices.
- Any violation of ethical standards or fraudulent activity may result in immediate termination of this Agreement.

6. Confidentiality

- The Representative agrees to keep confidential any proprietary or sensitive business information, including but not limited to:
 - 1) Contractor lists and leads.
 - 2) QLC's business strategies, pricing models, and marketing materials.
 - 3) Any non-public information shared by QLC.
- Confidentiality obligations survive termination of this Agreement.

7. Termination

- Either party may terminate this Agreement with [X] days' written notice.
- QLC reserves the right to terminate immediately if the Representative engages in misconduct, violates compliance policies, or breaches this Agreement.
- Upon termination, the Representative must cease all promotion of QLC and return any QLC materials in their possession.

8. Dispute Resolution

- Any disputes arising under this Agreement shall first be addressed through mediation. If unresolved, binding arbitration shall be conducted in accordance with Canadian law or, upon U.S. expansion, applicable U.S. state law.

9. 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.