



## LEAD PURCHASE AGREEMENT

This Lead Purchase 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").

**1. Purpose** This Agreement establishes the terms under which QLC provides lead generation services to the Contractor, including pricing, refund policies, and lead ownership.

### 2. Lead Purchase and Fees

- **Lead Pricing:** The Contractor agrees to pay QLC for each lead provided through QLC's platform. Lead pricing may vary based on service type, location, and market demand.
- **Billing and Payments:** Contractors must maintain an active payment method on file. Leads will be charged to the Contractor's account upon delivery. Payment terms and billing cycles will be outlined in the Contractor's account settings.
- **Subscription or Membership Fees:** In addition to per-lead pricing, QLC may offer subscription-based lead access. Contractors opting for a subscription agree to pay recurring fees as outlined in their Membership Agreement.

### 3. Lead Ownership and Usage

- **Exclusivity:** Leads provided by QLC are exclusive to the Contractor unless otherwise stated. Contractors may not resell, share, or distribute leads to third parties.
- **Lead Validity:** Contractors must attempt to contact leads within a reasonable timeframe. QLC is not responsible for client responsiveness or project outcomes.
- **Non-Transferability:** Leads are provided solely for the Contractor's use in

securing projects. They may not be assigned or transferred.

#### 4. Refund Policy

- **Refund Eligibility:** Refunds may be granted for invalid leads, including cases where:
  - The contact information is incorrect or non-functional.
  - The lead is a duplicate of a previously purchased lead.
  - The lead falls outside the Contractor's selected service area or trade.
- **Refund Request Process:** Contractors must submit refund requests within [X] days of receiving the lead. QLC will review each request and issue refunds at its discretion.
- **Non-Refundable Leads:** Leads that have been successfully contacted or engaged by the Contractor are not eligible for refunds.

#### 5. Contractor Responsibilities

- **Compliance with Laws:** The Contractor agrees to comply with all local, provincial, federal, and applicable U.S. state laws when using QLC's lead generation services.
- **Quality Assurance:** Contractors must provide high-quality services to leads obtained through QLC's platform and uphold ethical business practices.

#### 6. Termination

- **By Either Party:** Either party may terminate this Agreement with [14] days' written notice.
- **Immediate Termination:** QLC reserves the right to terminate this Agreement immediately if the Contractor engages in fraudulent, unethical, or illegal activities.

#### 7. Liability and Indemnification

- **QLC's Limitation of Liability:** QLC does not guarantee the success of any lead. Contractors assume full responsibility for client interactions and service

fulfillment.

- **Indemnification:** The Contractor agrees to hold QLC harmless from any claims, damages, or losses arising from their use of QLC's leads.

## **8. Dispute Resolution**

- **Mediation and Arbitration:** 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, applicable U.S. state law.

## **9. Governing Law**

- **Jurisdiction:** 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.

**10. Entire Agreement** This Agreement constitutes the entire understanding between QLC and the Contractor regarding lead purchases and supersedes any prior agreements or understandings.