



## MARKETING AND ADVERTISING AGREEMENT

This Marketing and Advertising 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 will promote the Contractor's services through its platform, including advertising costs, placements, and responsibilities.

### 2. Advertising Services

- **Marketing Channels:** QLC may promote the Contractor's services through various channels, including but not limited to:
  - QLC's website and contractor directory
  - Email campaigns and newsletters
  - Social media advertising
  - Paid search engine advertising
  - Partnered third-party platforms

### 3. Advertising Fees and Payment Terms

- **Advertising Packages:** The Contractor may select from different advertising packages, which vary by pricing, placement, and duration. Details are available within the Contractor's account settings.
- **Payment Terms:** Advertising fees must be paid upfront or in accordance with the agreed-upon billing schedule. Contractors must maintain a valid payment method on file.
- **Fee Adjustments:** QLC reserves the right to adjust advertising fees and package details with prior notice. Changes will take effect in the next billing cycle.

- **Non-Refundable Fees:** Advertising fees are generally non-refundable, except in cases where QLC fails to deliver the agreed-upon advertising services.

#### 4. Contractor Responsibilities

- **Accurate Representations:** The Contractor must provide accurate business details, including service offerings, pricing, and qualifications, for promotional materials.
- **Compliance with Advertising Standards:** The Contractor agrees to comply with all applicable laws, regulations, and industry standards related to marketing and advertising.
- **Content Approval:** QLC reserves the right to review and approve all advertising content before publication to ensure it meets platform standards and legal requirements.

#### 5. Termination and Modifications

- **Cancellation by Contractor:** The Contractor may cancel advertising services by providing written notice. Cancellations may take effect at the end of the current billing period, and no prorated refunds will be issued.
- **Termination by QLC:** QLC reserves the right to terminate advertising services immediately if the Contractor engages in deceptive marketing practices, provides false information, or violates platform policies.
- **Modifications to Services:** QLC may update advertising features, pricing, or placement strategies to improve marketing effectiveness. Contractors will be notified of significant changes.

#### 6. Liability and Indemnification

- **Limitation of Liability:** QLC does not guarantee a specific number of leads, clicks, or conversions from advertising services. The Contractor assumes full responsibility for business outcomes.
- **Indemnification:** The Contractor agrees to hold QLC harmless from any claims, damages, or losses arising from advertising content or marketing campaigns.

#### 7. 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.

## 8. 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.

**9. Entire Agreement** This Agreement constitutes the entire understanding between QLC and the Contractor regarding marketing and advertising services and supersedes any prior agreements or understandings.