



## NON-COMPETE AGREEMENT

This Non-Compete 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 is designed to protect QLC's business interests by restricting Contractors from engaging in competitive activities that could harm QLC.

### 1. Purpose

- This Agreement is intended to prevent Contractors from using QLC's platform, client base, or proprietary information to establish or promote competing services.
- The Contractor acknowledges that QLC has invested substantial resources in developing its platform, acquiring leads, and fostering client relationships, all of which must be protected.

### 2. Non-Compete Obligations

- **Restriction on Competing Platforms:** The Contractor agrees not to create, operate, or assist in developing any platform, marketplace, or service that directly competes with QLC during the term of this Agreement and for a period of **[X] months/years** following termination.
- **Client Non-Solicitation:** The Contractor agrees not to solicit or attempt to divert any clients, leads, or business relationships obtained through QLC for a period of **[X] months/years** after termination of this Agreement.
- **Contractor Non-Solicitation:** The Contractor shall not recruit or attempt to hire other contractors from QLC's platform to work for a competing business.

### 3. Exceptions and Limitations

- This Agreement does not restrict the Contractor from:

- 1) Performing general contracting services for clients outside of QLC's platform.
- 2) Operating an independent business as long as it does not directly compete with QLC.
- 3) Engaging in activities that have been explicitly authorized in writing by QLC.
  - If any provision of this Agreement is found to be overly restrictive, a court may modify its scope to ensure enforceability while protecting QLC's interests.

#### **4. Confidentiality and Intellectual Property**

- The Contractor agrees not to disclose or use any proprietary business information, trade secrets, or client data obtained through QLC for personal gain or competitive advantage.
- The Contractor acknowledges that all marketing materials, lead data, and platform-related assets remain the property of QLC.

#### **5. Enforcement and Remedies**

- In the event of a breach of this Agreement, QLC reserves the right to seek:
  - 1) Injunctive relief to prevent further violations.
  - 2) Monetary damages for any losses incurred due to the breach.
  - 3) Termination of the Contractor's access to QLC's platform and services.
- The Contractor agrees that any breach of this Agreement may result in immediate legal action by QLC.

#### **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.