



NON-DISCLOSURE AGREEMENT

This Non-Disclosure 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 party (the "Recipient").

1. Purpose 1.1 QLC and the Recipient wish to enter into discussions and/or a business relationship during which confidential information may be shared. 1.2 The purpose of this Agreement is to protect the confidential and proprietary information exchanged between the parties.

2. Definition of Confidential Information 2.1 "Confidential Information" includes but is not limited to business strategies, client lists, pricing structures, financial data, lead generation methods, trade secrets, operational processes, and any other proprietary business information disclosed by QLC. 2.2 Confidential Information does not include information that: a) Is publicly available at the time of disclosure or later becomes public through no breach of this Agreement; b) Is received lawfully from a third party without confidentiality obligations; c) Is independently developed by the Recipient without reliance on QLC's Confidential Information.

3. Obligations of the Recipient 3.1 The Recipient agrees to maintain the confidentiality of all Confidential Information and not disclose it to any third party without QLC's prior written consent. 3.2 The Recipient shall use the Confidential Information solely for the purpose of conducting business with QLC and shall not use it for their own benefit or the benefit of any third party. 3.3 The Recipient shall take all reasonable measures to protect the Confidential Information from unauthorized disclosure or misuse.

4. Permitted Disclosures 4.1 The Recipient may disclose Confidential Information if required by law, regulation, or court order, provided that the Recipient notifies QLC promptly and cooperates with QLC in seeking protective measures.

5. Return or Destruction of Confidential Information 5.1 Upon termination of the

business relationship or upon QLC's request, the Recipient shall return or destroy all Confidential Information in their possession and certify its destruction if requested.

6. Term and Termination 6.1 This Agreement shall remain in effect for a period of five (5) years from the Effective Date. 6.2 The confidentiality obligations shall survive termination of this Agreement for an additional three (3) years.

7. Remedies 7.1 QLC shall be entitled to seek injunctive relief, specific performance, or other legal remedies in the event of a breach of this Agreement.

8. Governing Law 8.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. 8.2 Upon QLC's expansion into the United States, applicable U.S. state law shall also apply.

9. Entire Agreement 9.1 This Agreement constitutes the entire understanding between the parties regarding confidentiality and supersedes any prior agreements or understandings.