



SUBCONTRACTOR AGREEMENT

This Subcontractor 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"), who may engage subcontractors in connection with work obtained through QLC's platform. This Agreement outlines the terms governing such subcontracting arrangements.

1. Purpose

- This Agreement establishes the rights and obligations of the Contractor when hiring subcontractors to perform services through QLC's platform.
- The Contractor is solely responsible for ensuring that subcontractors comply with all applicable laws, industry standards, and QLC policies.

2. Subcontractor Engagement

- The Contractor may engage subcontractors to assist with work, provided that:
 1. The subcontractor possesses the necessary licenses, certifications, and qualifications.
 2. The subcontractor agrees to comply with QLC's policies and quality standards.
 3. The subcontractor has adequate insurance coverage as required under Section 5 of this Agreement.
- The Contractor remains fully responsible for the actions, performance, and compliance of any subcontractor they engage.
- The Contractor must inform QLC of any subcontractors used for projects facilitated through QLC's platform.

3. Payment Terms

- The Contractor is solely responsible for compensating subcontractors. QLC shall not be liable for any payment disputes between the Contractor and subcontractor.

- The Contractor must:
 1. Establish clear payment terms with subcontractors before work begins.
 2. Ensure subcontractors are paid in accordance with the agreed-upon terms and applicable labor laws.

4. Work Quality and Compliance

- The Contractor is responsible for ensuring that all work performed by subcontractors meets the standards outlined in the Work Guarantee and Quality Assurance Policy.

- The Contractor shall oversee subcontractor work to ensure:
 1. Compliance with applicable building codes, safety regulations, and industry best practices.
 2. Completion of work within the agreed timeframe and budget.
 3. Client satisfaction with the final result.

- If a subcontractor fails to meet quality expectations, the Contractor must promptly rectify the issue at their own expense.

5. Liability and Indemnification

- The Contractor shall ensure that subcontractors maintain appropriate liability insurance, including:
 1. General liability insurance.
 2. Workers' compensation insurance, if required by law.
 3. Any other coverage mandated by applicable regulations.

- The Contractor agrees to indemnify and hold harmless QLC from any claims, damages, or legal disputes arising from subcontractor performance or non-compliance.

6. Termination of Subcontractor Services

- The Contractor reserves the right to terminate a subcontractor's engagement if they:
 1. Fail to meet contractual obligations.
 2. Engage in unethical, illegal, or unsafe work practices.
 3. Violate QLC's policies or industry standards.
- The Contractor must notify QLC if a subcontractor is terminated for reasons that may impact ongoing projects.

7. 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.

8. 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.