

MISTER CONTRACTOR TERMS OF USE

Before using any of Mister Contractor services, please read, understand, and agree to this terms by clicking on the button bellow. This Referral Fee Agreement (the “**Agreement**”) is a legally binding contract between:

THE PEOPLE AND THE COMPANIES (hereinafter “**Contractor**”) that agree to the terms by clicking the acceptance button bellow.

AND:

MISTER GENERAL CONTRACTOR INC., an Ontario corporation having its principal place of business at 11 Brunel Court, Suite 4709, Toronto, Ontario M5V 3Y3 (hereinafter “**Finder**”)

WHEREAS, Contractor is in the business of providing general contracting services (the “**Services**”); and

WHEREAS, Contractor desires to engage Finder to introduce to Contractor any potential sales leads who may be interested in the Services (“**Customers**”), and Finder desires to accept such engagement.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Engagement.

1.1 Contractor hereby engages Finder, and Finder hereby accepts such engagement, to act as Contractor's non-exclusive finder with respect to sales of the Services to Customers (the “**Territory**”) during the Term, solely in accordance with the terms and conditions of this Agreement. Contractor shall provide Finder with pertinent materials, to the extent necessary to enable Finder to fulfill its obligations hereunder, including but not limited to information about the services that Contractor offers (the “**Materials**”).

1.2 Finder shall introduce Contractor to Customers and perform such other responsibilities as reasonably directed by Contractor, including forwarding the Materials provided by Contractor, but shall not participate in any meetings or negotiations nor have authority to offer or sell the Services to any Customer.

1.3 Following an introduction by Finder of a Customer to Contractor, Contractor shall promptly notify Finder of any Definitive Agreement (as defined below) and shall promptly provide a copy of any definitive agreement or document constating a contractual relation between Contractor and a Customer. For the purposes of this Agreement, “**Definitive Agreement**” means any contract or other agreement, whether oral or written, between Contractor and a Customer, whether entered into during the Term or after.

1.4 Finder makes no representation or warranty about the creditability, suitability, or any other matters with respect to any Customers introduced to Contractor, and neither Contractor, nor any of its directors, officers, shareholders, employees, or subcontractors should in any way rely on Finder to perform any due diligence with respect to the creditability or suitability of any Customer.

1.5 The prices, terms, and conditions under which Contractor offers or sells any Services shall be determined by Contractor in its sole discretion. Contractor shall have the authority to control all discussions and negotiations regarding any proposed or actual offering or sale of Services. Nothing in this Agreement shall obligate Contractor to actually offer or sell any Services or consummate any transaction with any Customer. Contractor may terminate any negotiations or discussions at any time and has the right not to proceed with any sale of Services without any liability or obligation to pay compensation to Finder under Section 2 or otherwise.

1.6 Contractor shall defend, indemnify, and hold harmless the Finder, and any of its directors, officers, and shareholders, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement, incurred by Contractor, arising out or resulting from any claim of a third party related to its obligations under this Agreement, the provision of Services by Contractor (or any of its subcontractors) to any Customer, or the actions or omissions of Contractor or its subcontractors in connection with any Services.

2. Compensation.

2.1 In consideration for the services rendered by Finder hereunder, Contractor shall promptly pay to Finder compensation ("Finder's Fee"), within three (3) days of the receipt of any amounts paid from a Customer to Contractor with respect to any Definitive Agreement, at the rate of 15 % of the amount paid from a Customer to Contractor. There will be no charge for leads that does not close and Contractor can turn down leads that they do not wish to take for no charge.

2.2 Notwithstanding the foregoing, Contractor shall immediately pay to Finder the Finder's Fee upon the conclusion of any Definitive Agreement (or multiple Definitive Agreements with respect to the same Services) for an amount that is greater than or equal to \$100,000 in the aggregate. For clarity, in such scenario, the Finder's Fee will be due prior to the Contractor's receipt of payments by the Customer.

2.3 Upon any dispute regarding any amounts owed under any Definitive Agreement, Contractor shall immediately notify Finder of such dispute and shall promptly update Finder of the development of any dispute. Contractor shall consider any suggestions by Finder for how to resolve the dispute with such Customer, though Contractor will not be required to follow such suggestions.

2.4 For clarity, the Finder's Fee shall apply to the initial Definitive Agreement between a Customer and Contractor, as well as any subsequent Definitive Agreements (whether entered into during the Term or at any time thereafter).

3. Independent Contractor. Finder is an independent contractor of Contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Finder and Contractor for any purpose. Finder has no authority (and shall not hold itself out as having authority) to bind Contractor and Finder shall not make any agreements or representations on Contractor's behalf without Contractor's prior written consent.

4. Compliance with Law. Contractor is in compliance with, and shall comply with, all applicable laws, regulations and ordinances, including but not limited to any privacy laws pertaining to the use of personal information of Customers provided to Contractor by Finder. Without the consent of the applicable Customer, Contractor shall not use any personal information of a Customer that is provided to Contractor by Finder, except to perform the Services, resolve any disputes, and invoice the Customer, or as otherwise permitted by applicable law. Contractor has and shall maintain in effect all the licences, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

5. Insurance. During the Term and for a period of two (2) years after expiration or termination of this Agreement, Contractor shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than two million dollars (\$2,000,000) per occurrence, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement. Upon Finder's request, Contractor shall provide Finder with a certificate of insurance from Contractor's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Finder as an additional insured. Contractor shall provide Finder with thirty (30) days' advance written notice in the event of a cancellation or material change in Contractor's insurance policy. Except where prohibited by law, Contractor shall require its insurer to waive all rights of subrogation against Finder's insurers and Finder or the Indemnified Parties.

6. Confidentiality. All non-public, confidential, or proprietary information of either party, including, but not limited to, specifications, documents, data, pricing, discounts, and rebates, disclosed by either party to the other party, whether disclosed orally or disclosed or accessed in written, electronic or other form, or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement or any Definitive Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Contractor in writing. Upon either party's request, the other party shall promptly return all documents and other materials received from the other party. This section shall not apply to information, other than personal information, that is: (a) in the public domain; (b) known to the other party at the time of disclosure; (c) rightfully obtained by the other party on a non-confidential basis from a third party; or (d) any information pertaining a Customer.

7. License and Customer Contracts.

7.1 Finder hereby grants to Contractor a limited, non-exclusive, non-transferable, non-sublicensable licence to use Finder's logo or other trademarks (the "License") in any written Definitive Agreements between Contractor and a Customer. Contractor shall not use the logo or other trademarks in violation of any instructions or specifications provide by Finder to Contractor from time to time. Finder may terminate the Licence at any time. The License does not extend to, and Contractor shall not use the logos or other trademarks, on any contracts other than those between a Customer and Contractor.

7.2 In all written Definitive Agreements, Contractor shall, unless otherwise directed by Finder:

- (a) include Finder's logo or other trademarks contemplated by the License; and
- (b) include a provision that Finder shall not be liable to the Customer in connection with any Services provided by Contractor to the Customer, and that Finder shall be permitted to rely on such provision in the event of a claim by Customer against Finder.

8. Term and Termination.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for an indefinite period unless sooner terminated pursuant to Section 8.2 (the "**Term**").

8.2 Either party may terminate this Agreement with immediate effect following a written notice of one (1) day to the other party.

8.3 Upon termination or expiration of this Agreement pursuant to this Section, Contractor, the rights and obligations of the parties set forth in Sections 1.3, 1.6, 2, 4, 5, 6, 7, 9, and any other section which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Miscellaneous.

9.1 Unless otherwise provided in this Agreement, any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or sent by email, or mailed by prepaid registered post addressed to Finder or Contractor at their respective addresses set forth or at such other then current address as is specified by notice:

to Finder: 11 Brunel Court, Suite 4709, Toronto, Ontario M5V 3Y3

Attention: Mister Contractor

Email: info@mistercontractor.ca

9.2 Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

9.3 Choice of Forum. Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.

9.4 Amendments and Modifications. This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each party.

9.5 Assignment; Successors and Assigns. Contractor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Finder. Any purported assignment or delegation in violation of this Section shall be null and void. Finder may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Contractor's prior written consent. This Agreement will enure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

9.6 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9.8 No Third-Party Beneficiaries. The parties do not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

9.10 Choice of Language. The parties have required that this Agreement and all documents and notices resulting from it be drawn up in English. Les parties aux présents ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découleront soit rédigés en la langue anglaise.