

INDEPENDENT CONTRACTOR AGREEMENT

(Lead-Based Service Agreement)

Effective Date: October 6, 2025

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the above Effective Date by and between:

ServiceLinksGTA, a business operating in the Province of Ontario, Canada, with its principal place of business in the Greater Toronto Area (GTA) (“Company” or “ServiceLinksGTA”),

AND

[Contractor’s Full Legal Name / Business Name], an independent contractor or business registered under the laws of Ontario (“Contractor” or “Pro”).

Together, the “Parties,” and each individually a “Party.”

1. Purpose

ServiceLinksGTA operates a digital platform that connects verified service professionals (“Pros”) with homeowners seeking property-related services within Ontario.

This Agreement establishes the terms under which the Contractor participates in the ServiceLinksGTA platform and purchases access to homeowner leads or subscriptions for business growth.

2. Nature of Relationship

1. The Contractor acknowledges that they are an independent contractor and not an employee, partner, agent, or representative of ServiceLinksGTA.
2. Nothing in this Agreement shall be interpreted as creating an employment, joint venture, or agency relationship.
3. The Contractor is solely responsible for:
 - Income taxes, CPP, EI, and HST (if applicable)
 - Compliance with all business licensing, insurance, and professional requirements under Ontario law
- 4.

This Agreement complies with the Employment Standards Act, 2000 (Ontario) and ensures independent contractor classification.

3. Services

The Contractor agrees to:

- Maintain an active, professional account on the ServiceLinksGTA platform;
- Respond promptly to homeowner leads received;
- Provide accurate and lawful service information; and
- Deliver services to homeowners in accordance with applicable municipal, provincial, and federal laws.

ServiceLinksGTA provides lead generation and marketing access only it does not perform or guarantee services to homeowners.

4. Lead Access and Payment Terms

(a) Lead Purchase or Subscription

1. Contractors may choose between:
 - (i) a Pay-Per-Lead model where the Contractor pays a set amount per verified homeowner lead received; or
 - (ii) a Subscription Plan where the Contractor pays a recurring monthly fee for a specified number of verified leads.
2. Pricing and lead allocation are outlined in the Contractor's online account dashboard or onboarding documents.

(b) Payment Terms

1. All payments are processed securely through the ServiceLinksGTA platform using approved third-party payment providers compliant with PCI-DSS standards.
2. Fees are non-refundable once a verified lead has been delivered, except in cases of proven duplicate or invalid leads as verified by ServiceLinksGTA's internal quality control.
3. ServiceLinksGTA reserves the right to adjust lead or subscription fees with prior written or electronic notice.
4. Late or failed payments may result in temporary suspension of account access or termination under Section 12.

5. Contractor Responsibilities

The Contractor agrees to:

- Respond to leads in a timely, courteous, and professional manner;
- Provide truthful, complete, and current information;
- Maintain valid insurance, licenses, and certifications required for their trade;
- Not engage in misleading, fraudulent, or harmful conduct toward homeowners or other platform users; and

- Comply with the Consumer Protection Act, 2002 (Ontario) and Occupational Health and Safety Act (Ontario) in all dealings.

6. ServiceLinksGTA Responsibilities

ServiceLinksGTA agrees to:

- Deliver verified homeowner leads as per the Contractor's chosen plan;
- Maintain platform security and privacy per PIPEDA;
- Uphold transparency in pricing, invoicing, and service terms; and
- Investigate any disputed leads fairly and promptly.

7. Intellectual Property

All content, systems, designs, logos, and intellectual property associated with the ServiceLinksGTA platform remain the sole property of the Company.

The Contractor is granted a limited, non-transferable license to use the platform solely for receiving and responding to homeowner leads.

No other rights are granted.

8. Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary, personal, or financial information received during the course of this Agreement.

The Contractor shall not disclose homeowner data or platform information to third parties without written consent.

This obligation survives termination indefinitely.

9. Non-Solicitation

During this Agreement and for 12 months after termination, the Contractor shall not:

- Attempt to divert homeowners obtained through the platform to competing services;
- Solicit ServiceLinksGTA's employees, affiliates, or partners; or
- Engage in actions that harm or attempt to bypass the platform's business model.

10. Limitation of Liability

1. ServiceLinksGTA provides homeowner leads "as available" and makes no warranty of guaranteed conversions or revenue.
2. The Company shall not be liable for any indirect, consequential, or punitive damages, including loss of profits or goodwill.
3. The Contractor shall indemnify and hold harmless ServiceLinksGTA, its officers, and affiliates from all claims or damages arising from the Contractor's performance, negligence, or misconduct.

11. Insurance

The Contractor must maintain adequate commercial liability insurance or trade-specific coverage as required by law or their profession and provide proof upon request.

12. Termination

1. Either Party may terminate this Agreement for convenience upon 14 days' written notice.
2. Either Party may terminate immediately if the other Party breaches material obligations or engages in misconduct.
3. Upon termination, outstanding payments for valid leads delivered shall remain due and payable.
4. The Contractor must cease all platform access and use upon termination.

13. Compliance with Laws

Both Parties agree to comply with all applicable Ontario and Canadian laws, including but not limited to:

- Income Tax Act (Canada)

- Employment Standards Act, 2000 (Ontario)
- Consumer Protection Act, 2002 (Ontario)
- Occupational Health and Safety Act (Ontario)
- Human Rights Code (Ontario)
- PIPEDA and other privacy statutes

14. Force Majeure

Neither Party shall be liable for delays or non-performance caused by circumstances beyond their control (e.g., natural disasters, internet outages, government actions, pandemics).

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

The Parties agree that any disputes shall be resolved exclusively before the courts located within the Greater Toronto Area (GTA), Ontario.

16. Entire Agreement

This Agreement constitutes the full and complete understanding between the Parties regarding its subject matter and supersedes all prior agreements or discussions.

Any amendments must be made in writing and signed by both Parties.

17. Notices

All formal notices must be in writing and delivered to:

For ServiceLinksGTA:

ServiceLinksGTA

Greater Toronto Area, Ontario, Canada

legal@servicelinksgta.ca

For Contractor:

Name: _____

Business Name: _____

Address: _____

Email: _____

18. Counterparts & Electronic Execution

This Agreement may be executed in counterparts, including electronically or via digital signature, and all counterparts together form one binding document.

IN WITNESS WHEREOF

, the Parties have executed this Agreement as of the Effective Date.

For ServiceLinksGTA (Company):

Name: _____

Title: _____

Signature: _____

Date: _____

For Contractor (Pro):

Name: _____

Business Name: _____

Signature: _____

Date: _____