

## **Agreement to Participate in the Angi Project Advisor Program**

I ("Service Professional") agree to participate in the Angi Project Advisor Program (the "Program"). Through the Program, I will receive free leads from the subsidiaries of Angi, Inc., including Handy Technologies, Inc., Angie's List, Inc. and HomeAdvisor, Inc. (collectively, "Angi") to provide proposals and potentially perform jobs for consumers if the consumer so requests and Angi approves, as well as receive payment directly from Angi for work performed ("Job Fee"). The terms herein shall constitute a written agreement between myself and ANGI and are referred to herein as "the "Agreement".

1. PROGRAM JOBS. For all jobs that I accept from Angi as part of this Program, I agree that:

- a. Before beginning work, I will provide Angi with a written proposal or invoice for the full Job Fee ("Invoice"), which shall specify, for each job: (i) the scope of work to be performed, (ii) the materials to be purchased, (iii) my full Job Fee for both work and materials, and (iv) the applicable Win Fee (as defined below in Section 2(a));
- b. Upon approval and execution by Angi, the Invoice shall become part of this Agreement;
- c. I will not circumvent the Program to try and win a job directly from a homeowner/consumer after providing my initial estimate and/or proposal to a homeowner/consumer and/or Angi;
- d. I will not request payment from the homeowner at any point, including for an estimate or proposal;
- e. I will not begin work, or contact the homeowner to begin work, until after Angi approves the Invoice;
- f. I will not modify the price of the job once approved by Angi, even if I later discover issues that would otherwise justify a price increase;
- g. I will perform all work in a good and workmanlike manner and in conformance with the standards upheld in my industry;
- h. I will not publish, disseminate or disclose, for my own benefit or the benefit of any third party, any confidential information regarding consumers, including addresses, telephone numbers and/or financial information;
- i. To the extent that a consumer is interested in any financing options, I will direct them to Angi, and I will not attempt to apply for any financing on the consumer's behalf;
- j. To the extent permitted by applicable law, I will not place any liens on a property; and
- k. I am not required to pursue any lead or accept any job.

2. PROGRAM PAYMENT AND FEES. For all jobs that I accept from Angi as part of this Program, I agree that:

- a. I will pay Angi a fee ("Win Fee") for each job, which shall be a percentage of my full Job Fee and shall be communicated before I accept any job through this Program. The Win Fee shall be identified and deducted from the Job Fee on the invoice, and I agree that the Win Fee will be automatically deducted from any payment that Angi sends me. For the avoidance of doubt, the parties may agree to a 0% Win Fee.
- b. A portion of the Job Fee may be paid within 14 days of Project Initiation (as defined below), and the remaining portion of the Job Fee (less any applicable Win Fee) shall be paid within 14 days of Project Completion (as defined below). Project Initiation is defined as any substantial step taken in relation to the job. Project Completion is defined as when Angi receives written confirmation from both the consumer and me that the Job has been completed, as reasonably determined by Angi.
- c. Leads will not necessarily result in jobs, and paid jobs are in no way guaranteed.

3. INDEPENDENT CONTRACTOR. I understand and agree that I am an independent contractor and not an Angi employee or agent. I will be free from Angi's supervision, control and direction in the performance of the job. Angi shall not control or have any right to control the manner or means by which I perform any services.

4. JOB DISPUTES. If there is a dispute with the consumer during the job, Angi may, in its sole discretion, remove me from the job. If this occurs, I shall be entitled only to payment for a pro-rated amount of the Invoice for work completed ("Pro-Rated Payment"). If the Pro-Rated Payment is less than the portion of the Job Fee paid by Angi at Project Initiation, I must remit the difference back to Angi within 14 days.

5. INDEMNIFICATION. I shall defend, indemnify and hold harmless Angi and its affiliates, parents, subsidiaries, and partners and their respective officers, directors, employees, agents, successors, and assigns and any other entity that requests or is in any way involved in making available, arranging and/or facilitating services through Angi from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including legal fees) arising out of or resulting from: (a) bodily injury, death of any person, theft or damage to real or tangible, personal property resulting from my acts or omissions, which shall include any acts or omissions of any assistants, helpers, subcontractors or other personnel engaged by me; and (b) my breach of any representation, warranty, or obligation under this Agreement. The Services that I provide pursuant to this Agreement are fully my responsibility. Angi is not responsible or liable for the actions or inactions of a customer or other third party in relation to the Services provided by me.

6. INSURANCE; LICENSES; PERMITS. It is my sole responsibility to maintain in full force and effect commercial and general liability, adequate workers' compensation (or, if permitted by law, occupational accident insurance), unemployment, liability, and other forms of insurance, in each case with insurers reasonably acceptable to Angi, with policy limits sufficient to protect and indemnify Angi and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, parents, partners, members, controlling persons, and successors and assigns, from any losses resulting from the conduct, acts, or omissions of me or my assistants, agents, contractors, servants, or employees. I shall, upon reasonable request, name Angi and its affiliates as additional insureds under the applicable policies and provide proof to Angi of such insurance before I provide any such services under this Agreement. I also agree to maintain licenses to the extent required by applicable law, and is solely responsible for ensuring that any assistants, helpers, subcontractors, or other personnel that I engage are also licensed in compliance with applicable law. I am solely responsible for obtaining any permits for a job required by applicable law.

7. TERM; TERMINATION. This Agreement shall be effective as of the date it is executed by me and shall remain in effect unless and until terminated as set forth herein. The parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement, as this Agreement guarantees me the right to choose when to make himself or herself available and each Job referred and accepted is treated as a separate service arrangement. Angi and I may terminate this Agreement, effective immediately upon written notice to the other party, in the event that other party materially breaches this Agreement. In addition to the foregoing, I may terminate the Agreement for any reason upon fifteen (15) days' written notice. Angi may, in its sole and absolute discretion and in addition to any other rights and/or remedies afforded to it under this Agreement, terminate this Agreement and my participation in the Program without advance notice. Upon termination of this Agreement for any reason, I shall: (a) complete any outstanding Jobs I have booked (the Outstanding Jobs) and (b) certify in writing to Angi that I have complied with the requirements of this Section. Upon termination of this Agreement, Angi shall pay to me any outstanding earned Job Fees as soon as practicable after I have completed the Outstanding Jobs.

8. GOVERNING LAW; JURISDICTION. This Agreement shall be governed and interpreted pursuant to the laws of the State of Indiana without reference to conflicts of law principles. For all disputes arising under or relating to this Agreement and/or the Program, I agree to submit to the personal and exclusive jurisdiction and venue of the courts located within Marion County in the State of Indiana.

*By participating in the Program and/or receiving payment from Angi, I acknowledge that I have read, understand, and agree to this Agreement.*

