



Lead Seller Terms and Conditions

This Lead Seller Terms and Conditions (“Terms”) is made and entered by and between “COMPANY” and 1-800 Remodel, Inc., a California Corporation (“1-800 Remodel”) with its principal business address located at 5455 Wilshire Blvd, Suite 2015, Los Angeles, CA 90036 (each a “Party” and collectively the “Parties”).

Subject to the terms and conditions of these Terms, COMPANY agrees to pay 1-800 Remodel for: connecting Agent Verified Leads (as defined below) directly to COMPANY via Warm Transfers, Tentative Appointments, Agent Verified Form Leads, or Direct Appointment Setting (each, a “Lead Submission..”)

1-800 Remodel is a home improvement project facilitator that allows homeowners (each, a “Homeowner”) to obtain quotations for home renovation projects utilizing 1-800 Remodel's network of Companies. 1-800 Remodel does not charge any fee to the Homeowner; 1-800 Remodel's sole compensation is the receipt of a fee (the “Fee”) from the Company, as set forth in Section 3 hereof. Although payment for each referral is made payable to 1-800 Remodel, the Company shall be solely responsible for completing the renovation work to a commercially acceptable business standard.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged; the parties hereby agree as follows:

1. **Defined Terms.** The following capitalized terms shall have the meanings set forth below:
 - a. **“Lead Submission”** means a pre-verified homeowner who confirmed their information and their interest in an estimate for a home improvement project with a phone Representative, and who was connected to COMPANY either via telephonic transfer, an agent submitted form, or through a direct appointment set on a tracked COMPANY web page. A tentative Appointments means a homeowner additionally provided a general, but not definitive, time frame availability and preference for an appointment.
 - b. **“Lead Provider”** means a company that generates a Lead subject to these Terms
 - c. **“Lead Contact Information”** means (a) first and last name, (b) address, including zip code, (c) email address; (d) phone number; and (e) summary information regarding the type of product or service that is of interest to the Lead.

2. **Lead Generation Guidelines.** Leads must be generated from inquiries from individuals who speak with a phone Representative regarding a home improvement project, and who are looking to set an in home estimate for a project quote. Leads must meet all of the following guidelines:
 - a. **Delivery.** 1-800 Remodel agrees to deliver Leads to COMPANY in accordance with the technical integration agreed to by COMPANY and 1-800 Remodel.
 - b. **Data Integrity.** 1-800 Remodel must use reasonable efforts to ensure that the Leads include only correct information and must make commercially reasonable efforts to ensure that provided information is accurate. A Lead may be rejected by COMPANY (i) if the Lead is outside of the geography that is requested by COMPANY (ii) if the Lead indicates that they never inquired about the service and did not request an estimate (iii) or the Lead is looking for a service outside of the provided project scope as provided by COMPANY. Within ten (10)

business days after the end of each calendar month, COMPANY will provide a report that includes all lead rejects from the previous month, or else is confirming that final count is valid.

- c. **Compliance with Federal, State and Local Laws and Licensing Requirements.** Each party represents and warrants that: (i) the execution, delivery and performance of this Terms will not violate any law, statute or other governmental regulation including, without limitation, the Can-Spam Act of 2003, the Do Not Call Implementation Act, The Telemarketing and Consumer Fraud and Abuse Prevention Act, the Telephone Consumer Protection Act, and any other applicable laws and the rules promulgated thereunder and the parties have complied with all relevant local, state, and federal licensing requirements.
3. **Payments.** COMPANY shall pay 1-800 Remodel for each Lead, in accordance with the Cost Per Lead Table set forth in the signed IO that references these terms. 1-800 Remodel will be paid within 15 days following the date that invoice is received from 1-800 Remodel for Leads that were received by COMPANY in the preceding month. 1-800 Remodel shall attach to each invoice a report outlining the number of Leads delivered to COMPANY and the total amount payable to 1-800 Remodel.
 4. **Confidentiality.** During term of this Terms and for two (2) years thereafter, neither Party shall disclose any Confidential Information (as defined below) of the other Party except (i) as may be required by law, regulation, or court order; (ii) on a need to know basis to employees, consultants, counsel, accountants, investors or other professional advisers of the Parties; (iii) in connection with required tax and accounting disclosures; and (iv) as otherwise specified below.
 - a. **Non-Disclosure of Confidential Information.** The Parties agree (i) not to disclose to any third party or use any Confidential Information disclosed by the other Party except as expressly permitted in this Terms and (ii) to take all reasonable measures to maintain the confidentiality of all Confidential Information in the other Party's possession or control.
 - b. **Confidential Information.** For the purposes of this Terms, "Confidential Information" means information about a Party's business or activities that is proprietary and confidential, which shall include business, financial, technical and other information which is marked as "confidential" or "proprietary" (or similarly), received from a Party related to Terms, or ought in good faith to be treated as confidential.
 - c. **Non-Confidential Information.** Confidential Information will not include information that (i) is in or enters into public domain without breach of these Terms; (ii) the non-disclosing Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) the non-disclosing Party knew prior to receiving such information from the disclosing Party.

5. **Term and Termination**

- a. **Term.** The Agreement shall remain in effect unless terminated by either Party in accordance with Section 5b hereof.
- b. **Termination.** Either of the Parties may terminate the Agreement, with or without cause, with thirty days' written notice to the other Party delivered by certified mail or overnight mail to the address listed in these Terms or the latest updated address provided by the Party receiving the termination notice.
- c. **Rights Upon Termination.** Except as expressly provided, upon the termination of the Agreement, all rights, duties and obligations of the Parties hereunder shall terminate, except that claims related to a Party's violation of the Agreement shall remain intact. In addition, the following sections shall survive the termination of the Agreement: Compliance with Federal, State and Local Laws and Licensing Requirements, Confidentiality, Indemnification and Limitation of Liability.

Indemnification. The Company shall at all times defend, indemnify and hold harmless 1-800 Remodel and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, and assigns from and against any and all third-party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out

of or related to any actions taken pursuant to this Terms, Agreement (or one or more Renovation Contracts) or the Company's breach of any law or rights of a third party.

6. Limitation of Liability.

1. a. EACH PARTY REPRESENTS AND WARRANTS IT HAS FULL RIGHT AND AUTHORITY TO ENTER INTO THIS TERMS AND TO GRANT THE RIGHTS AND RESPONSIBILITIES CONTAINED HEREIN.

(a) EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS TERMS, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, LOST BUSINESS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.

(b) EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING REPRESENTATIONS AND WARRANTIES PERTAINING TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, SUITABILITY, COMPLIANCE WITH LAWS, QUALITY, OR OTHERWISE.

(C) THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY WOULD HAVE ENTERED INTO THIS TERMS BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION

While 1-800 Remodel may elect to help facilitate the resolution of disputes between Homeowners and Company in regard to payment, 1-800 Remodel is not obligated to mediate disputes and accepts no liability on behalf of either the Company or the Homeowner.

Representations. The Company represents that: (a) performance of the work will not breach or circumvent any laws or third party rights; (b) prior to commencing work, the Company will provide, maintain and pay for insurance during the time the work is being performed, including commercial general liability in the minimum amount of \$_____ against claims for damages for personal injury or property damage by reason of anything done or not done by the Company, its employees or agents, in connection with the performance of this Agreement and the Renovation Contract; (c) at all relevant times, the Company shall be in compliance with all requirements for registration and payments due under applicable workers' compensation statutes; and (d) during the performance of the Renovation Contract, the Company will comply with all laws, ordinances, rules, regulations, codes and orders (collectively, "Laws"), including, but not limited to, Laws pertaining to public health and construction safety.

Release; Limitation of Liability. To the extent allowable under applicable law, 1-800 Remodel shall not be liable to the Company for the actions, or inactions of third parties, including, but not limited to, the Homeowner. If the Company has a dispute with one or more Homeowners, the Company releases 1-800 Remodel (and its officers, directors, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release the Company expressly waives any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which the Company may know or suspect to exist in their favor at the time of agreeing to this release. If 1-800 Remodel is found liable to the Company or any third party in connection with this Agreement, 1-800 Remodel's liability shall be limited to the total amount of the Fee paid to 1-800 Remodel under this Agreement during the 12 months prior to the action giving rise to the liability.

7. **Severability & Validity.** If any provision of these Terms is determined to be invalid, illegal or unenforceable, in whole or in part: (a) the validity, legality and enforceability of any of the remaining provisions or portions of this Terms shall not in any way be affected or impaired thereby and the Agreement shall nevertheless be binding between the Parties and (b) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of the Agreement shall remain in full force and effect.
8. **Assignment.** Neither Party may assign the Agreement, in whole or in part, without the other Party's prior written consent, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, consent will not be required for assignment or transfer made by operation of law or when an entity acquires substantially all of a Party's stock, assets or business, in which case the assignment occurs automatically upon the consummation of such sale.
9. **No Waiver or Modification.** No default on any term or provision hereof will be deemed waived, except as expressly provided herein, unless such waiver or consent is in writing signed by the Party against whom such waiver or consent is sought to be enforced. Any delay, waiver or omission by either Party to exercise any right or power arising from breach or default of the Agreement by the other Party shall not be construed to be a waiver by that Party of any subsequent breach or default.
10. **Governing Law.** The Agreement and Terms shall be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of law rules. The Parties agree to submit to the personal and exclusive jurisdiction of the courts located in Los Angeles County, California. The prevailing party in any litigation shall be entitled to reimbursement of attorney's fees.
11. **Entire Terms and Modifications.** These Terms, as referenced in the signed IO, are the entire, complete and final Terms between the Parties and supersedes all prior and contemporaneous Terms. No amendment to this Terms shall be deemed valid unless made in writing and signed by both parties; provided, however, that 1-800 Remodel may supplement or amend the Cost Per Lead Table set forth in the IO by agreement by both parties, which shall be delivered by email to gabe@1800remodel.com or to such other email address that may be designated by 1-800 Remodel from time to time.
12. **Consumer Information.** COMPANY understands that, pursuant to these Terms, it may receive "Consumer Information" which shall include, but is not limited to: a person's name, address, e-mail address, and telephone number. COMPANY will maintain such Consumer Information in accordance with these Terms and in accordance with all applicable privacy laws. COMPANY will use industry standard best practices to protect the Consumer Information.
13. **Notices.** All notices, requests, consents, demands or other communications required or permitted to be given under this Terms shall be in writing and shall be deemed to have been duly given: (i) when delivered, if sent by United States registered or certified mail (return receipt requested); (ii) when delivered, if delivered personally by commercial courier; (iii) on the second following business day, if sent by United States Express Mail or commercial overnight courier; in each case to the parties at the addresses set forth below.