

CONTRACTOR PARTICIPATION AGREEMENT AND TERMS OF SERVICE

This Contractor Participation Agreement and Terms of Service (“Agreement”) is entered into between Trusted Home Network, LLC, a Florida limited liability company (“THN”), and the undersigned contractor (“Contractor”), and becomes effective on the date Contractor is approved for participation in the THN platform (the “Effective Date”).

RECITALS

WHEREAS, THN operates a private contractor membership and customer referral platform designed to connect homeowners, homeowners’ associations, and property managers with independently owned contractors who have successfully completed THN’s vetting process; and

WHEREAS, Contractor desires to participate in the THN platform as an independent business and has applied for membership in accordance with THN’s qualification and approval procedures; and

WHEREAS, the parties wish to set forth the terms and conditions governing Contractor’s participation in the THN platform and use of THN services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I: Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1. **“Confidential Information”** means all non-public information disclosed by THN to Contractor relating to THN’s business, Customers, membership materials, coaching resources, business strategies, proprietary system, pricing, marketing, technology, THN Materials, or other proprietary information, whether disclosed orally, electronically, or in writing.
2. **“Contractor Content”** means all information, materials, photographs, images, logos, trademarks, service marks, trade names, testimonials, reviews, project descriptions, business descriptions, and other content that Contractor provides, submits, uploads, or makes available to THN in connection with this Agreement or Contractor’s participation in the THN platform.
3. **“Customer”** means any individual homeowner, homeowners’ association, property manager, property management company, community association, condominium association, or other person or entity seeking contractor services through the THN platform.
4. **“Membership Tier”** means the level of participation selected by Contractor and approved by THN, which determines the scope of services, benefits, and fees applicable to Contractor’s

participation in the THN platform.

5. **“Platform”** means THN’s contractor membership and Customer referral platform, including all websites, mobile applications, software, systems, databases, and related technology operated or controlled by THN.
6. **“Project”** means any work, services, repairs, renovations, construction, maintenance, or other activities performed or to be performed by Contractor for a Customer, whether or not such Project was referred or facilitated through the THN platform.
7. **“Referral”** means any introduction, connection, lead, or opportunity provided by THN to Contractor to perform services for a Customer, including without limitation providing Contractor’s contact information to a Customer or providing Customer contact information to Contractor.
8. **“THN Materials”** means all materials, content, branding, logos, trade names, trademarks, service marks, forms, templates, software, website content, training materials, coaching materials, proprietary content, educational resources, marketing materials, business systems, methodologies, processes, and other intellectual property owned, licensed, or controlled by THN.
9. **“Vetting Process”** means THN’s procedures for evaluating, screening, and approving contractors for participation in the THN platform, as determined by THN in its sole discretion and as may be modified from time to time.

Article II: Nature of the Relationship

1. **THN’s Platform and Limited Role.** THN operates a private contractor membership and Customer referral platform designed to connect Customers with independent businesses who have successfully completed THN’s Vetting Process. THN establishes and administers the standards, criteria, and procedures governing contractor participation in the Platform. THN provides membership, referral, marketing, coaching, and related business support services, but is not a contractor, general contractor, construction manager, broker, or provider of construction services and does not supervise, direct, control, or manage Contractor’s business or the performance of any Project. THN does not establish, negotiate or recommend Contractor’s pricing, negotiate contracts, collect payment for Contractor’s services, guarantee payment by Customers, or guarantee the quality, completion, or outcome of any Project.
 - a. **Contractor’s Direct Relationship with Customer.** All agreements, proposals, estimates, contracts, and other arrangements for services are solely between Contractor and the Customer. THN is not a party to any such agreement and assumes no duties or liabilities arising from any agreement between Contractor and a Customer. Contractor is solely responsible for resolving any dispute, claim, warranty issue, or payment dispute arising from

Contractor's services or any agreement with a Customer. THN has no obligation to participate in, mediate, arbitrate, or resolve any such dispute.

2. **Independent Contractor Relationship.** Contractor is and shall remain an independently owned and operated business. Nothing in this Agreement creates or shall be construed to create any employment, agency, partnership, joint venture, franchise, fiduciary, or similar relationship between THN and Contractor. Contractor has no authority to bind THN or incur any obligation on THN's behalf. Contractor retains sole control over its business operations, including its personnel, pricing, estimates, contracts, methods of work, materials, equipment, scheduling, and the decision whether to accept or decline any Referral or Project. Contractor is solely responsible for obtaining and maintaining all licenses, permits, insurance, and regulatory compliance applicable to its business and for all taxes, expenses, and liabilities arising from its operations.
3. **Non-Exclusive Relationship.** This Agreement is non-exclusive. Contractor remains free to provide services to other customers and participate in other referral or marketing programs. Likewise, THN may approve, market, and refer other contractors, including contractors offering services similar to those provided by Contractor, and may refer one or more contractors for the same Customer or Project.

Article III: Membership Tiers and Services

1. **Membership Tiers.** THN offers multiple Membership Tiers with different benefits, services, and pricing, as set forth on their website, as may be amended from time to time. Upon approval, Contractor will be assigned to the Membership Tier selected by Contractor and approved by THN. THN reserves the right, in its sole discretion, to modify, add, remove, or restructure Membership Tiers at any time. Any such changes shall be effective upon notice to Contractor in accordance with this Agreement.
2. **General Platform Services and Benefits.** Subject to the terms of this Agreement and Contractor's Membership Tier, THN may provide some or all of the following services and benefits to Contractor, in THN's sole discretion:
 - a. Listing within the Trusted Home Network contractor directory;
 - b. Referral opportunities and introductions to Customers seeking contractor services;
 - c. Access to Customer requests and project inquiries;
 - d. Online business training and educational resources;
 - e. Marketing resources and promotional materials;
 - f. Business coaching and consulting services;
 - g. Customer communication assistance;
 - h. Scheduling assistance and administrative support;

- i. Networking opportunities with other contractors and industry professionals;
- j. Educational events, webinars, and workshops;
- k. Business growth resources and best practices guidance;
- l. Profile placement, featured listings, and badges on the Platform;
- m. Use of THN's vetted contractor designation and branding; and
- n. Such other services and benefits as THN may determine to offer from time to time.

3. THN's Discretion Regarding Services. Contractor acknowledges and agrees that:

- a. THN has no obligation to provide any particular service or benefit to Contractor. All services and benefits are provided at THN's sole discretion.
- b. The availability, frequency, quality, and scope of services may vary based on Contractor's Membership Tier, THN's business needs, Customer demand, Contractor's performance and standing, and other factors determined by THN.
- c. THN reserves the right to modify, suspend, discontinue, or change any service or benefit at any time, with or without notice.
- d. THN retains sole and absolute discretion regarding whether to provide Referrals to Contractor, which Customers to refer to Contractor, the number and frequency of Referrals, the manner of presenting Referrals, and all other aspects of the referral process.
- e. THN retains sole and absolute discretion regarding Contractor's profile placement, search rankings, featured listings, badges, and prominence within the Platform.
- f. THN retains sole and absolute discretion regarding the provision, scheduling, content, format, and frequency of any coaching or consulting service.

Article IV: Contractor Application, Vetting, and Approval

- 1. **Application Process.** As a condition of participation in the Platform, Contractor must complete THN's application process and provide all information, documentation, authorizations, and consents reasonably requested by THN. Contractor authorizes THN to obtain, verify, and review information regarding Contractor, its business, owners, principals, employees, subcontractors, and operations from any lawful source.
- 2. **Vetting Requirements.** Contractor must successfully complete THN's Vetting Process and continue to satisfy THN's qualification standards throughout the term of this Agreement. The Vetting Process may include verification or review of Contractor's licenses, insurance, criminal background check, reference checks, Better Business Bureau review, online reputation review, customer complaint review, identity verification, and any other information THN deems appropriate in its sole discretion.

3. **Approval and Membership Determination.** THN has the sole and absolute discretion to approve or deny any application, assign or modify a Contractor's Membership Tier, establish or revise qualification standards, and suspend or terminate a Contractor's participation in the Platform. THN is not obligated to approve any applicant or provide a reason for any decision.
4. **Continuing Qualification.** Contractor's approval and participation in the Platform are conditioned upon Contractor's continued compliance with this Agreement and THN's qualification standards. THN may require Contractor to provide updated information, documentation, or re-verification at any time. Contractor shall promptly comply with such requests and shall ensure that all information previously provided to THN remains accurate, current, and complete. Failure to do so may result in suspension or termination of Contractor's participation.

Article V: Contractor Representations and Warranties

1. **Organization and Authority.** Contractor represents and warrants that, if organized as a legal entity, it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation; that it has full power and authority to enter into and perform this Agreement; that this Agreement constitutes a valid and binding obligation of Contractor; and that the individual executing this Agreement on Contractor's behalf is duly authorized to do so.
2. **Licensing, Insurance and Legal Compliance.** Contractor represents and warrants that it holds and will maintain all licenses, permits, registrations, certifications, insurance, and other qualifications required to conduct its business and perform the services it offers. Contractor shall comply with all applicable federal, state, and local laws, regulations, and professional standards.
3. **Accuracy of Information.** Contractor represents and warrants that all information, documents, and materials provided to THN are accurate, complete, and not misleading. Contractor shall promptly update THN regarding any material change affecting such information.
4. **Contractor Content.** Contractor represents and warrants that it owns or has the necessary rights to provide Contractor Content to THN and to grant the rights provided under this Agreement. Contractor Content shall not infringe the rights of any third party or violate any applicable law.

Article VI: Membership Obligations

1. **Membership Standards.** As a condition of continued participation in the Platform, Contractor shall:
 - a. Maintain all licenses, permits, registrations, certifications, insurance, and other qualifications required to perform the services offered by Contractor;
 - b. Perform all services in a professional, safe, and workmanlike manner in compliance with applicable law and industry standards, deal fairly with Customers, and refrain from

- fraudulent, deceptive, or misleading practices;
- c. Maintain accurate, current, and complete business information with THN, including contact information, licensing, insurance, and service offerings;
 - d. Cooperate with THN in responding to reasonable requests for information relating to Contractor's participation in the Platform or compliance with this Agreement;
 - e. Promptly notify THN of any material change affecting Contractor's business, qualifications, licensing, insurance, ownership, legal or regulatory status, or ability to perform services; and
 - f. Comply with this Agreement, the THN Code of Conduct and all reasonable membership standards, policies, and operational requirements as made available to Contractor and incorporated herein by reference.

Article VII: Platform Use

1. **Permitted Use.** Contractor may use the Platform solely for legitimate business purposes and in accordance with this Agreement and any policies or guidelines established by THN.
2. **Prohibited Conduct.** Contractor shall not:
 - a. Provide false, misleading, or inaccurate information to THN or any Customer;
 - b. Engage in fraudulent, deceptive, unlawful, or unethical business practices;
 - c. Misrepresent Contractor's qualifications, licensing, insurance, experience, or services;
 - d. Misuse or improperly disclose Customer information, Confidential Information, or other non-public information obtained through the Platform;
 - e. Interfere with the security, integrity, or operation of the Platform, including by introducing malicious code, using unauthorized automated tools, attempting unauthorized access, or reverse engineering the Platform;
 - f. Infringe the intellectual property or other rights of THN or any third party; or
 - g. Use the Platform for any unlawful purpose or in any manner that materially interferes with THN's operations or the use of the Platform by others.
3. **Enforcement.** THN may investigate suspected violations of this Agreement and, in its sole discretion, remove or modify Contractor Content, suspend or restrict Contractor's access to the Platform, terminate Contractor's Membership or this Agreement, or take any other action permitted by this Agreement or applicable law.

Article VIII: Payment Terms

1. **Membership Fees.** Contractor agrees to pay THN the monthly membership fee associated with Contractor's selected Membership Tier (the "Membership Fee") as set forth on the website, which

may be amended from time to time.

2. **Payment Terms.** Membership Fees are due monthly in advance and will be automatically charged to the payment method designated by Contractor unless this Agreement is terminated in accordance with its terms. Contractor authorizes THN to automatically charge all Membership Fees to Contractor's designated payment method and agrees to maintain a valid payment method on file at all times.
3. **Failed Payments.** If any payment cannot be processed, Contractor shall promptly provide a valid payment method. THN may retry the payment and may suspend or terminate Contractor's Membership or access to the Platform until all outstanding amounts have been paid.
4. **Fee Changes.** THN may modify Membership Fees or pricing for any Membership Tier upon at least thirty (30) days' prior notice to Contractor. Any revised Membership Fee will become effective on Contractor's next billing cycle following the notice period. Contractor's continued participation in the Platform after the effective date constitutes acceptance of the revised Membership Fee.
5. **No refunds.** Membership Fees are non-refundable except as required by applicable law.

Article IX: Confidentiality

1. **Confidentiality.** Contractor acknowledges that, in connection with this Agreement, Contractor may receive or have access to Confidential Information. Contractor shall hold all Confidential Information in strict confidence and shall use such Confidential Information solely as necessary to perform Contractor's obligations under this Agreement. Contractor shall protect the confidentiality of the Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Contractor shall promptly notify THN of any unauthorized use or disclosure of Confidential Information of which Contractor becomes aware.
2. **Exceptions.** The obligations in this Article do not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was lawfully known to Contractor before its disclosure by THN; (c) is lawfully received from a third party without restriction on disclosure; or (d) is independently developed by Contractor without use of THN's Confidential Information.
3. **Required Disclosure.** If Contractor is required by law or court order to disclose Confidential Information, Contractor shall, to the extent legally permitted, promptly notify THN and cooperate with THN in seeking appropriate protective relief. Contractor shall disclose only that portion of the Confidential Information legally required to be disclosed.
4. **Survival.** The obligations under this Article shall survive termination of this Agreement for three (3) years; provided, however, that obligations relating to trade secrets shall survive for so long as

such information remains protected as a trade secret under applicable law.

Article X: Intellectual Property

1. **Ownership.** THN owns and retains all right, title, and interest in and to the Platform, THN Materials, and all associated intellectual property and proprietary rights. Except for the limited license expressly granted in this Agreement, nothing in this Agreement transfers or grants Contractor any ownership or other proprietary interest in any THN intellectual property or THN Materials.
2. **Limited License.** During the term of this Agreement and while Contractor remains an active Member in good standing, THN grants Contractor a limited, non-exclusive, non-transferable, and revocable license to use the THN name, logo, and the designation “Trusted Home Network Vetted Contractor” solely in connection with promoting Contractor’s participation in the Platform and in accordance with this Agreement.
3. **Restrictions.** Contractor shall not:
 - a. Alter or modify the THN name, logo, trademarks, or other branding;
 - b. Suggest any ownership of, partnership with, or endorsement by THN beyond Contractor’s status as an active Member in good standing;
 - c. Use the THN name, logo, trademarks, or the designation “Trusted Home Network Vetted Contractor” after Contractor’s Membership or this Agreement terminates; or
 - d. Use THN’s intellectual property in any manner that violates this Agreement or applicable law.
4. **License to THN.** Contractor grants THN a non-exclusive, royalty-free license during the term of this Agreement to use Contractor’s name, logo, trademarks, business information, photographs, Contractor Content, testimonials, reviews, and other materials provided by Contractor for the purpose of operating, promoting, and marketing the Platform and Contractor’s participation in the Platform. THN may edit, crop, resize, reformat, or otherwise make reasonable modifications to such materials for formatting, display, marketing, or promotional purposes, provided such modifications do not materially alter the substance or meaning of the content. Contractor represents and warrants that it owns or has obtained all rights necessary to grant this license.

Article XI: No Guarantees

1. **No Guarantee of Referrals or Business Results.** Contractor acknowledges and agrees that THN makes no representations, warranties, or guarantees regarding the number or frequency of referrals, Customer inquiries, project opportunities, contracts, sales, revenue, profits, business growth, return on investment, or any other business or financial results resulting from participation in the Platform.

2. **Factors Affecting Success.** Contractor acknowledges that success in generating business through the Platform depends upon numerous factors outside THN's control, including Contractor's qualifications, experience, pricing, availability, responsiveness, customer service, quality of work, customer satisfaction, market conditions, competition, and Contractor's implementation of any coaching, training, educational resources, or business guidance provided by THN. Contractor acknowledges that such coaching, training, educational resources, and business guidance are provided for informational purposes only and do not guarantee any particular business or financial outcome.
3. **THN's Discretion.** THN retains sole discretion regarding the operation of the Platform and referral process, including Contractor approval, Membership status, profile presentation, search results, referrals, and other operational decisions.

Article XII: Indemnification

1. **Contractor's Indemnification.** Contractor shall defend, indemnify, and hold harmless THN and its owners, members, managers, officers, directors, employees, affiliates, agents, representatives, successors, and assigns (collectively, the "THN Indemnified Parties") from and against any and all claims, demands, actions, proceedings, damages, liabilities, losses, judgments, costs, expenses, and reasonable attorneys' fees arising out of or relating to:
 - a. Contractor's performance of work or services, including the acts or omissions of Contractor or Contractor's owners, employees, agents, or subcontractors;
 - b. Personal injury, death, or damage to property arising from Contractor's work;
 - c. Any defect, deficiency, or non-conformity in Contractor's work;
 - d. Any breach by Contractor of a contract with a Customer or of any express or implied warranty relating to Contractor's work;
 - e. Contractor's negligence, misconduct, or violation of any applicable law, regulation, code, or licensing requirement;
 - f. Any third-party claim alleging that Contractor is an employee, agent, partner, joint venturer, or franchisee of THN;
 - g. Any third-party claim that Contractor Content or other materials provided by Contractor infringe the intellectual property or other rights of any third party; or
 - h. Any third-party claim arising out of Contractor's use of the Platform or Contractor's violation of this Agreement.
2. **Defense and Cooperation.** Contractor shall defend any claim subject to this Article with counsel reasonably acceptable to THN. THN shall reasonably cooperate in the defense of such claim at

Contractor's expense and may participate in the defense through counsel of its own choosing at its own expense.

3. **Settlement.** Contractor shall not settle any claim subject to this Article in a manner that imposes any liability or obligation on any THN Indemnified Party without THN's prior written consent, which shall not be unreasonably withheld.
4. **Survival.** Contractor's obligations under this Article shall survive the termination or expiration of this Agreement.

Article XIII: Disclaimer of Warranties

1. **Disclaimer of Warranties by THN.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THN'S SERVICES, THE THN MATERIALS, AND ALL INFORMATION, CONTENT, COACHING, TRAINING, EDUCATIONAL RESOURCES, REFERRALS, AND OTHER MATERIALS PROVIDED BY THN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.
2. **No Additional Warranties.** Without limiting the foregoing, THN does not warrant or guarantee that:
 - a. the Platform will be uninterrupted, secure, error-free, or continuously available;
 - b. any information, referrals, Customer inquiries, coaching, training, educational resources, or other materials provided through the Platform will be accurate, complete, current, or suitable for Contractor's particular business;
 - c. participation in the Platform will result in referrals, contracts, projects, revenue, profits, business growth, or any other business or financial outcome; or
 - d. any Customer is creditworthy, financially capable, reliable, or will enter into or perform a contract or pay for Contractor's services, or that any Project or opportunity presented through the Platform will be suitable, profitable, or result in a completed transaction.
3. **Assumption of Business Risk.** Contractor acknowledges that Contractor is solely responsible for evaluating Customers, Projects, pricing, contracts, and other business decisions, and assumes all risks associated with Contractor's participation in the Platform.
4. **Applicable Law.** Nothing in this Agreement excludes or limits any warranty or other right that cannot be disclaimed or limited under Florida law.

Article XIV: Limitation of Liability

1. **Exclusion of Consequential Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. **Limitation on Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THN'S TOTAL CUMULATIVE LIABILITY TO CONTRACTOR FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PLATFORM, THN SERVICES, OR CONTRACTOR'S PARTICIPATION IN THE THN PLATFORM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL MEMBERSHIP FEES ACTUALLY PAID BY CONTRACTOR TO THN DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.
3. **Allocation of Risk.** Contractor acknowledges and agrees that the limitations of liability set forth in this Article XIV are a fundamental element of the basis of the bargain between THN and Contractor and reflect a reasonable allocation of risk. The Membership Fees charged by THN reflect this allocation of risk and the limitations of liability specified herein. THN would not enter into this Agreement without these limitations on its liability.
4. **Independent Provisions.** Each provision of this Article XIV is severable and independent. If any provision is held unenforceable, all other provisions shall remain in full force and effect to the fullest extent permitted by law.

Article XV: Suspension and Termination

1. **Suspension by THN.** THN may, at any time and in its sole discretion, with or without notice, suspend Contractor's access to the Platform, Contractor's profile, Contractor's receipt of Referrals, or any other services provided by THN.
 - a. **Effect of Suspension.** During any period of suspension:
 - i. Contractor shall have no access to the Platform or any THN services;
 - ii. Contractor's profile shall not be displayed to Customers;
 - iii. Contractor shall receive no Referrals;
 - iv. Contractor may not use THN's name, logo, or "Trusted Home Network Vetted Contractor" designation;

- v. Membership Fees shall continue to accrue and remain due and payable unless THN determines otherwise in its sole discretion; and
- vi. Contractor shall remain subject to all other obligations under this Agreement, including confidentiality, indemnification, and independent contractor provisions.

2. **Termination by Contractor.** Contractor may terminate this Agreement at any time by providing written notice to THN. Such termination shall be effective on the last day of the then-current billing period. Contractor remains responsible for all Membership Fees due through the last day of the billing period and no refund, credit, or prorated reimbursement shall be provided for any unused portion of the billing period.
3. **Termination by THN.** THN may suspend or terminate this Agreement immediately, with or without notice, in its sole discretion. Contractor shall remain responsible for all Membership Fees due through the last day of the billing period in which the termination occurs. Membership Fees are non-refundable, and Contractor shall not be entitled to any refund, credit, or prorated reimbursement for any unused portion of the billing period, except as required by applicable law.
4. **Effect of Termination.** Upon the effective date of termination of this Agreement, whether such termination is initiated by Contractor or THN:
 - a. Contractor's right to access and use the Platform and THN's services shall immediately terminate.
 - b. All licenses granted to Contractor under this Agreement shall terminate, and Contractor shall cease using THN's name, logos, trademarks, service marks, and the "Trusted Home Network Vetted Contractor" designation.
 - c. Contractor shall promptly remove all references to THN from its website, advertising, marketing materials, and other public-facing materials.
 - d. Upon request, Contractor shall return or destroy THN's Confidential Information and other THN Materials in Contractor's possession or control.
 - e. THN may remove Contractor's profile and Contractor Content from the Platform.
5. **No Liability for Suspension or Termination.** Contractor acknowledges and agrees that THN shall not be liable to Contractor for any damages, losses, costs, or expenses arising from or related to suspension or termination of this Agreement or Contractor's participation in the THN platform, including without limitation lost profits, lost business opportunities, harm to reputation or other consequential damages.
6. **Survival.** Any provision of this Agreement that by its nature is intended to survive termination shall survive, including provisions relating to payment obligations, confidentiality, intellectual property, licenses granted to THN, indemnification, disclaimers of warranties, limitations of

liability, dispute resolution, and any other rights or obligations that are intended to survive termination.

Article XVI: Dispute Resolution and Governing Law

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
2. **Pre-Dispute Resolution.** Before initiating arbitration or litigation, the parties shall first attempt in good faith to resolve the dispute through informal negotiations. Either party may provide written notice describing the dispute. If the dispute is not resolved within thirty (30) days after such notice, either party may proceed with arbitration or other available remedies under this Agreement.
3. **Dispute Resolution and Mandatory Arbitration.** The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof (collectively, “Disputes”), will be settled exclusively by binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules then in effect. The Federal Arbitration Act will govern the interpretation and enforcement of this section.
4. **Class Action and Jury Trial Waiver.** THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT ANY DISPUTE IS NOT SUBJECT TO ARBITRATION, EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY. Further, unless both parties agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding.
5. **Venue and Jurisdiction.** Any action relating to the enforcement of the arbitration agreement or confirmation, modification, or vacatur of an arbitration award shall be brought exclusively in the state or federal courts located in Manatee County, Florida.
6. **Attorneys’ Fees.** In any arbitration or legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs to the fullest extent permitted by applicable law.

Article XVII: General Provisions

1. **Entire Agreement.** This Agreement constitutes the entire agreement between Contractor and THN regarding Contractor’s use of the Platform and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

2. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired, and such provision shall, to the fullest extent permitted by applicable law, be reformed only to the extent necessary to make it valid and enforceable while preserving the parties' original intent.
3. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is asserted. No failure or delay in exercising any right under this Agreement shall constitute a waiver of that right.
4. **Assignment.** Contractor may not assign this Agreement or any rights or obligations under this Agreement without THN's prior written consent. THN may assign this Agreement without Contractor's consent, including in connection with a merger, acquisition, reorganization, or sale of assets.
5. **Amendments.** THN may modify this Agreement at any time by providing thirty (30) days' notice to Contractor, including by posting the revised Agreement on the Platform or by email. Contractor's continued participation in the Platform following the effective date of any modification constitutes acceptance of the revised Agreement. Contractor's sole remedy if Contractor does not agree to the modification is to terminate this Agreement in accordance with its terms.
6. **Notices.** Notices to Contractor may be sent to the email or mailing address most recently provided by Contractor or through the Platform. Notices to THN shall be sent to:

Trusted Home Network LLC
3412 Little Country Road
Parrish, FL 34219

concierge@mytrustedhomenetwork.com
7. **Headings.** The headings and captions in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Article XVIII: Clickwrap and Electronic Acknowledgments

1. **Electronic Acceptance.** Contractor acknowledges and agrees that by clicking "I Agree," "I Accept," or a similar button or checkbox, typing Contractor's name in a signature field, or otherwise electronically accepting this Agreement or accessing or using the Platform where acceptance is indicated by Contractor's conduct, Contractor is entering into a legally binding agreement with THN. Such electronic acceptance shall have the same legal force and effect as a handwritten signature.

2. **Acknowledgement.** By electronically accepting this Agreement, Contractor acknowledges that Contractor has:

- a. reviewed or had the opportunity to review this Agreement before accepting it;
- b. had the opportunity to print, download, or retain a copy of this Agreement;
- c. had the opportunity to consult with legal counsel of Contractor's choosing; and
- d. voluntarily agrees to be bound by this Agreement.

3. **Authority.** If Contractor is an individual, Contractor represents that Contractor has the legal capacity to enter into this Agreement. If Contractor is a business entity, the individual accepting this Agreement represents and warrants that he or she has full authority to bind Contractor to this Agreement.

4. **Electronic Records and Communications.** Contractor consents to receive notices, disclosures, and other communications electronically, including by email or through the Platform. Contractor agrees that electronic communications satisfy any legal requirement that such communications be in writing. Contractor further agrees that THN may maintain electronic records of Contractor's acceptance of this Agreement, including the date and time of acceptance and other electronic authentication information, which shall be admissible as evidence of Contractor's acceptance.

☐ I have read and agree to the Trusted Home Network Contractor Participation Agreement. I understand that by checking this box and clicking "Join" (or "Accept"), I am entering into a legally binding agreement with Trusted Home Network, LLC.