

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

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

1. PROGRAM PROJECTS. For all Projects for which you receive a lead from Angi as part of this Program, you agree that:

- a. Before beginning work, you will provide Angi with a written proposal or statement of work for the full Project (the "SOW"), which shall specify, for each Project: (i) the scope of work to be performed, (ii) the materials to be purchased, (iii) your full Project Fee as described in Section 1(c) below, and (iv) the applicable Win Fee (as defined below in Section 2(a));
- b. Upon approval and execution by Angi, and where applicable, the consumer's insurance company, each SOW shall become part of this Agreement;
- c. The Project Fee as set forth in each SOW approved by Angi shall be the full sum paid to you for work performed for each Project, which sum is the complete price, including, but not limited to, all labor, rental of equipment, tools, permits, licenses, insurance, taxes, bonds, transportation, meals, lodging, overtime, profit, overhead, electric and water meters and supply lines. The Project Fee will also be deemed to include all sales and use tax (or other tax substantially similar in nature that may be referred to by an alternate name) that may be associated or owed upon the tools, materials, equipment, or supplies used in completing a Project for a consumer;
- d. You will not circumvent the Program to try and win a project directly from a homeowner/consumer after receiving a lead as part of this Program and/or providing your initial estimate and/or proposal to a homeowner/consumer and/or Angi;
- e. You will not request payment from the homeowner at any point, including for an estimate or proposal;
- f. You will not begin work, or contact the homeowner to begin work, until after Angi approves the SOW;
- g. You will not modify the any Project Fee once approved by Angi, even if you later discover issues that would otherwise justify a price increase, except to the extent such a Project Fee is governed by a written change order approved by Angi;
- h. You will perform all work in a good and workmanlike manner and in conformance with the standards upheld in your industry;
- i. You will furnish, at your own expense, all tools, machinery, equipment, labor, management, and Project supervision for each Project for the timely completion of the agreed-upon work described on each approved SOW;
- j. You will use fall protection for all work over 10 feet and will maintain a safety program that meets OSHA requirements on all Projects;
- k. You will not publish, disseminate or disclose, for your own benefit or the benefit of any third party, any confidential information regarding consumers, including addresses, telephone numbers and/or financial information;
- l. To the extent that a consumer is interested in any financing options, you will direct them to Angi, and you will not attempt to apply for any financing on the consumer's behalf;
- m. To the extent permitted by applicable law, you will not place any liens on a property; and
- n. You are not required to pursue any lead or accept any Project.

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

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

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

4. PROJECT DISPUTES. If there is a dispute with the consumer during the Project, Angi may, in its sole discretion, terminate the applicable SOW and remove you from the Project. If this occurs, you shall be entitled only to payment for a pro-rated amount of the SOW for work completed ("Pro-Rated Payment"). If the Pro-Rated Payment is less than the portion of the Project Fee paid by Angi to you at Project Initiation, you must remit the difference back to Angi within 14 days. Additionally, you agree that if you owe Angi money from a prior project (e.g., you received a down payment but the Project was cancelled), Angi may offset the monies you owe against any of your earnings on other Projects.

5. CRIMINAL AND OTHER CONDUCT. You hereby represent that you, any predecessor entities of your company, any other majority shareholders, partners or members, and your company, are free from any felony criminal convictions. If at any time during your participation in the Program you, any predecessor entities of your company, any other majority shareholders, partners or members or your company, should have a felony conviction entered against such party, you will promptly notify Angi. You further represent that you have not been sanctioned or penalized by any governmental authorities in connection with your provision of services to any of your customers, and that you have not been denied membership to (or had your membership revoked from) any professional industry associations. You authorize Angi to verify that all of the above representations are truthful and accurate at any time while this Agreement remains in effect. You further represent and warrant that you, your employees and subcontractors do not have any criminal dispositions in connection with any military service whether in or through a military court, military tribunal, or court martial. You further represent and warrant that neither you, your employees nor your subcontractors will be impaired by any drugs, alcohol or other controlled substances while performing any services pursuant to this Agreement.

6. INDEMNIFICATION. You 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 your acts or omissions, which shall include any acts or omissions of any assistants, helpers, subcontractors or other personnel engaged by you; and (b) your breach of any representation, warranty, or obligation under this Agreement. The Services that you provide pursuant to this Agreement are fully your 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 you.

7. INSURANCE. It is your sole responsibility to obtain and maintain in full force and effect, without interruption during your participation in the Program, the following minimum levels of insurance:

- a. Workers' Compensation insurance covering the legal liability of Angi and your own subcontractors under the applicable workers' compensation or occupational disease laws. You shall also obtain a minimum of \$500,000 of Employers' Liability insurance.

- b. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not, and including liability assumed under this Agreement) of you and any of your subcontractors who may be engaged in services under this Agreement, for claims of personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by you or your subcontractors, in an amount not less than \$500,000 for any one occurrence and \$1,000,000 in the general aggregate (subject to a per project general aggregate provision), as well as at least a \$1,000,000 Products/Completed Operations aggregate limit. This Commercial General Liability insurance shall be obtained and shall include coverage for ongoing and products/completed operations. Angi as well as its directors, officers and employees shall be named as additional insureds on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.
- c. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not, and including liability assumed under this Agreement) of you and any of your subcontractors who may be engaged in services under this Agreement, caused by vehicles licensed for public road use used by you or your subcontractors in an amount not less than \$300,000 combined single limit. This Automobile Liability insurance shall provide coverage for owned, hired, or non-owned automobile or other automotive equipment.
- d. The "additional insured" insurance coverage provided by you to Angi shall be primary and non-contributory.
- e. All certificates of insurance must be provided by you to Angi prior to you beginning work on any Project.
- f. You shall, in your agreements with your own subcontractors, require such subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by this Section.
- g. You hereby waive and relinquish any right of subrogation against Angi and its agents, representatives, employees, and affiliates that you might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act;
- h. You shall require your insurer(s) to notify Angi thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies;
- i. To the extent that you utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by you.

7. LICENSES, PERMITS. You agree to maintain licenses to the extent required by applicable law, and that you are solely responsible for ensuring that any assistants, helpers, subcontractors, or other personnel that you engage are also licensed in compliance with applicable law. You are solely responsible for obtaining any permits for a Project required by applicable law.

8. TERM; TERMINATION. This Agreement shall be effective as of the date you begin participating in the Program 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 you the right to choose when to make himself or herself available and each Project referred and accepted is treated as a separate service arrangement. Angi and Service Professional 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, Service Professional 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 your participation in the Program without advance notice. Upon termination of this Agreement for any reason, you shall: (a) complete any outstanding Projects you have booked (the Outstanding Projects) and (b) certify in writing to Angi that you have complied with the requirements of this Section. Upon termination of this Agreement, Angi shall pay to you any outstanding earned Project Fees as soon as practicable after you have completed the Outstanding Projects.

9. 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, you agree to submit to the personal and exclusive jurisdiction and venue of the courts located within Marion County in the State of Indiana.

10. ENTIRE AGREEMENT. This Agreement, together with any SOWs, or written agreements you may have signed, constitutes the entire agreement between you and Angi with respect to your participation in the Program and work performed as part of the Program and

supersedes any and all prior agreements, whether written or oral, that may exist between the parties with respect to the subject matter hereof, including any separate set of terms or project quote provided by you. This Agreement may be amended only by a written instrument signed by each party. To the extent this online Agreement conflicts with any other SOWs or written agreements, the terms of this online Agreement will govern.

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