

2HIRE.US LLC Marketing & Sales

REMODELING AND HANDYMAN,
BATHROOMS, BASEMENTS, GARAGES,
FOUR SEASONS SUNROOMS & WINDOWS,
DECKS, EXTERIOR WOOD ROT REPAIRS,
ETC

Authorized Service Provider AGREEMENT

This Authorized Service Provider Agreement ("Agreement") is made and entered into by and between 2HIRE.US LLC Marketing and Sales ("2HIRE.US LLC" or the "Company") with offices at 4286 Southside Drive, Acworth Ga 30101 and

Authorized Service Provider

Street:

City:

State&Zip:

on the day of _____, 20_____.

WHEREAS, Company desires to appoint Authorized Service Provider as its authorized Distributor to produce, market, and promote the 2HIRE.US LLC ("The Company") Products / Contracted Jobs (" the Products") produced by Company, (as shown in Appendix I), and Authorized Service Provider desires to accept such appointment, all upon the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.1 Company hereby appoints:

_____ as an Authorized Service Provider of the Products / Contracted Jobs of the Company subject to the terms of this Agreement. The appointment by Company granted to Authorized Service Provider shall be the right to produce, purchase, promote and resell the following Products / Contracted Jobs in accordance with this Agreement:

- 2HIREaHandyman Products / Contracted Jobs
- 2HIRE.US Products / Contracted Jobs
- Four Seasons Products / Contracted Jobs
- Miura Board Products / Contracted Jobs
- Other Products / Contracted Jobs as the company may from time to time add.

Dealer's primary sales, installation, and service responsibility shall be in the area as detailed in Appendix II.

2. **Non-exclusive Rights of Dealer.** The Company appoints the Authorized Service Provider as a non-exclusive Authorized Service Provider of the Products / Contracted Jobs for the term of this Agreement. If Authorized Service Provider meet certain performance and review standards, 2HIRE.US LLC may at its sole discretion agree to not assign another Authorized Service Provider in their territory.

3. Terms of Sale; Receipt of Product.

(a) Authorized Service Provider shall complete the credit application and provide

information as required to establish an account with the Company. All information provided will be considered confidential.

(b) All sales pursuant to this Agreement shall be made by the Company to the Authorized Service Provider at such prices and on such terms as the Company shall establish from time to time and from job to job. The Authorized Service Provider shall make payment or are in agreement with the shared percentages (listed in Appendix III) in accordance with the published Terms and Conditions presented by the Company and in accordance with the terms of invoices. Title to the Products / Contracted Jobs shall be deemed to transfer from Company to Dealer, and all risks of loss associated with ownership of the Products / Contracted Jobs shall transfer to the Authorized Service Provider at the time of approval and acceptance by Authorized Service Provider and Authorized Service Provider is subject to chargebacks for any loss.

4. Duties of the Dealer.

(a) Authorized Service Provider agrees to: purchase all Products / Contracted Jobs from the Company. If the Company does not carry a specific line of Products, Authorized Service Provider may purchase that product from another provider.

(b) The Company will develop and promote the sales of the Products / Contracted Jobs covered by this Agreement to the satisfaction of the Company. A sales budget for the market will be established by the Company. It is expected that the Authorized Service Provider will present and promote the product or contracted jobs on all applicable appointments.

(c) Authorized Service Provider is expected to meet a minimum annual volume target based on an **agreement between Authorized Service Provider** and Company, see Appendix IV.

(d) Authorized Service Provider will complete Contracted Jobs in accordance with the Company's current 2HIRE.US LLC Policy, The Authorized Service Provider will produce, advertise and market for any upsales and change orders of the Products / Contracted Jobs and agrees to run all sales and documentation through The Company.

(e) Authorized Service Provider agree to: provide the name, address and customer contact information with each Product / Requested Sales order submitted. The Company reserves the right to reach out to the customer to facilitate the invoicing, warranty registration, warranty claims and any market research with regard to the

ZHIRE.US LLC full line of Products (mentioned in Appendix I) and all Contracted Jobs.

Authorized Service Provider agrees to follow all set installation protocols and instructions provided by the Company.

(g) Authorized Service Provider agrees to: proactively manage and resolve all customer service issues, including but not limited to; online review responses, reputation management (i.e. BBB, Angie's List, Yelp, etc.), customer complaints, installation service issues, product service issues. If Authorized Service Provider fail to resolve a complaint within thirty (30) days that they are deemed responsible for, Company has the right to fix the complaint and take whatever actions necessary with Dealer, including but not limited to charging back the cost of the resolution if Authorized Service Provider are not able to resolve. Authorized Service Provider also agree to service all previous customers sold and installed under former Authorized Service Provider owner.

Duties of the Company. The Company agrees to:

(a) Provide sales and technical assistance to Authorized Service Provider similar to that provided by the Company to its other independent agents, if any.

(b) Furnish Authorized Service Provider with a reasonable amount of such promotional and sales materials (in the English language) as the Company, in its sole discretion, generally prepares in regard to the Products or contracted jobs.

(c) Identify Authorized Service Provider in such of the Company's promotional materials as the Company may, in its sole discretion, deem appropriate.

(d) Sell Products / Contracted Jobs to Authorized Service Provider as provided herein; provided, however, that the Company shall not be liable for any loss or damage caused by its non-acceptance or delay in acceptance of orders submitted by a Authorized Service Provider which are not in compliance with all applicable procedures, policies, rules and regulations of the Company, nor for failure or delay in meeting any order of Authorized Service Provider or in performing any other duty or obligation hereunder arising from or to any capacity or production limitations affecting the Company or any failures or delays (for whatever reason) by any vendors or suppliers of the Company, with the Company reserving the right to allocate its Products / Contracted Jobs and services in such amounts and manner as it deems appropriate, in its discretion.

6. Trademarks for the Company

Authorized Service Provider is hereby granted a limited, non-assignable and nontransferable right to use the Company's trade or service marks and trade names in distributing, advertising and promoting the sale of the Products, but only in strict accordance with the Company's policies regarding the use of its trade or service marks and trade names. The rights conferred herein shall cease and terminate immediately upon notice to cease such use provided by Company or, without notice, upon the termination of this Agreement, and Authorized Service Provider agrees to take, at its sole cost and expense, all such steps as are necessary or appropriate to cease all use of the Company's trade or service marks and trade names in such event.

Notwithstanding anything herein or otherwise which may appear to be to the contrary, the Company's trade or service marks and trade names shall at all times be and remain the sole and exclusive property of the Company, and the Company reserves all rights in and to the same. Authorized Service Provider agrees to use its best efforts to notify the Company of any and all infringements of the Company's trade or service marks or trade names pertaining to the Products / Contracted Jobs which may come to the Authorized Service Providers attention during the term hereof and to assist the Company in taking such action against said infringement as the Company, in its sole discretion, may decide.

7. Marketing. The Authorized Service Provider shall at its own cost and expense, promote the marketing of the Products / Contracted Jobs in the territory which efforts shall include, but not be limited to the following:

- (a) maintaining an inventory level of Products / Contracted Jobs and parts, tools, etc., if any, that, in Dealer's sole business judgment, are adequate to provide prompt and efficient services to Authorized Service Providers customers;
- (b) providing an adequately trained sales force to promote the sale of each of the Products, and
- (c) furnishing each customer with an electronic or printed copy of 2HIRE.US LLC line of Products / Types of Contracted Jobs.
- (d) furnishing each customer with a 2HIRE. US LLC printed or electronic form of warranty to end-users for all 2HIRE.US LLC line of Products / Contracted Jobs, a copy

of which shall be supplied by the Company.

8. Promotional Activities.

(a) 2HIRE.US LLC agrees to advertise and promote the Products / Contracted Jobs on a nationwide basis to the extent it deems appropriate and will furnish Authorized Service Provider from time to time with promotional and advertising material. Authorized Service Provider agrees to coordinate its promotional advertising with 2HIRE.US LLC.

(b) Authorized Service Provider agrees: that it has no right, title or interest in and to the name 2HIRE.US LLC or its Products / Contracted Jobs or any 2HIRE.US LLC trade name or logo except as approved by the company. Authorized Service Provider agree not to contest 2HIRE.US LLC title to its trademarks, copyrights, patents and registration and not to take any action to the detriment of 2HIRE.US LLC's interest therein. Authorized Service Provider shall not use the name "2HIRE.US LLC" as part of its corporate or business name, or shall Authorized Service Provider use the name "2HIRE.US LLC" or any 2HIRE.US LLC logo, in whole or in part, in any way except as may be authorized by 2HIRE.US LLC. 2HIRE.US LLC agrees that Authorized Service Provider may use 2HIRE.US LLC trademarks and describe itself as a "2HIRE.US LLC Authorized Dealership" operating only at the locations specified herein, but the Authorized Service Provider shall submit to 2HIRE.US LLC in writing full particulars prior to the same on stationary, invoice, promotional material or otherwise, and shall not proceed with such use unless and until 2HIRE.US LLC written approval shall have been received.

(c) Authorized Service Provider shall, under no circumstances, remove or cover the 2HIRE.US LLC trademark, or 2HIRE.US LLC insignia, serial number or lettering which shall be on the Products / Contracted Jobs at the time of delivery. Authorized Service Provider agrees not to do anything that might in any way reflect unfavorably upon the Products / Contracted Jobs of 2HIRE.US LLC or the image, reputation and goodwill of 2HIRE.US LLC, or use any trademarks, name or symbol that is likely to confuse the consumer into believing that any product manufactured by others was manufactured by 2HIRE.US LLC.

(e) Authorized Service Provider agrees to: promote the sale of 2HIRE.US LLC line of Products / Contracted Jobs through its Authorized Service Provider by utilizing the 2HIRE.US LLC name and logo as follows:

1. Placing the 2HIRE.US LLC name and logo on all literature, contracts, promotional material, advertisements, etc. at least as big as Authorized Service Provider name.
- 2.

To clearly identify, in all circumstances, that Authorized Service Provider is an independently owned, operated, and separate company from 2HIRE.US LLC and its Products / Contracted Jobs 3. To submit all artwork and sign layout for 2HIRE.US LLC Products / Contracted Jobs for written approval before ordering or utilizing such material.

9. Proprietary and Confidential Information.

(a) Authorized Service Provider acknowledges and agrees that it is necessary for Company to prevent the unauthorized use and disclosure of Proprietary and Confidential Information, as hereinafter defined, regarding Company and the Products / Contracted Jobs / Customer Information. Accordingly, Authorized Service Provider covenants and agrees that it will not, during the term of this Agreement or at any time following the termination of this Agreement, for whatever reason (whether this Agreement is terminated by Company, by Authorized Service Provider or by mutual consent), directly or indirectly, engage in or refrain from taking any action which may in any way lead to the disclosure of any Proprietary and Confidential Information regarding Company or the Products, or Software to any third party, nor use any Proprietary and Confidential Information for its own benefit, including and all trade secrets and confidential material, software, and other property owned by 2HIRE.US LLC and all copies thereof. Authorized Service Provider shall retain no copy or record of any of the foregoing; provided Authorized Service Provider may retain its copy of this Agreement, any correspondence between the parties, and any other document which Authorized Service Provider reasonably needs for compliance with any applicable provision of law;

10. Nature of Relationship & Authority of Parties. The relationship between the parties shall be that of buyer and seller. Nothing contained in this Agreement, and no action taken by Company or Authorized Service Provider pursuant hereto, shall be deemed to constitute Company and Authorized Service Provider partnership, an association, joint venture or other entity, nor shall this Agreement be construed to constitute Authorized Service Providers an employee or agent of Company or cause Company to be responsible in any way for the debts or obligations of Authorized Service Provider, nor shall either Company or Authorized Service Provider have the authority to bind the other in any respect whatsoever, it being understood and agreed by the parties hereto that Authorized Service Provider shall be acting as an independent contractor, not as an agent, representative, partner, or employee of Company for any purpose whatsoever. Authorized Service Provider shall be solely responsible for discharging all obligations arising in connection with the operation of Authorized Service Providers' business, including, without limitation, compliance with all laws, rules, and

regulations relating to income tax, sales tax, social security, unemployment compensation and worker's compensation.

11. Term and Termination

(a) Except as otherwise provided herein, the initial term of this Agreement shall be for one year (1) year and the days remaining in the calendar year from the date of this Agreement. Example: If this Agreement is signed on July 1, 2019, the initial term would be July 1, 2019 through December 31, 2020, provided Authorized Service Provider continues to satisfy performance agreement.

(b) Except as otherwise provided herein, Authorized Service Provider may, at its option, renew this Agreement beyond the initial term for three (3) additional, consecutive terms of ten (10) years each on the then-current terms and conditions of the Company's Renewal Dealership Agreement. Dealer's rights to renew shall be specifically subject to the following conditions, all of which must be satisfied as a condition of renewal.

(i) Authorized Service Provider shall exercise its right to renew by giving Company written notice of Dealer's election to renew not less than three (3) months, nor more than twelve (12) months prior to the end of the preceding term. In addition, Authorized Service Provider shall execute the Company's then-current standard form of Renewal Dealership Agreement, which agreement shall supersede this Agreement in all respects, except that Dealer's Primary Area of Responsibility shall remain unchanged. Authorized Service Provider shall also execute such ancillary agreements and documentation as Company may reasonably require in connection with the renewal and the obligations to be performed thereunder and a personal guaranty of Authorized Service Providers timely payment and performance of the obligation shall have been extended to the Renewal Authorized Service Provider Agreement.

(ii) Authorized Service Provider shall not have been in default at any time during the preceding term, in any material respect, of any provision of this Agreement, including but not limited to meeting annual minimum purchase requirements, any amendment hereof or successor hereto; or any other agreement between Authorized Service Provider or, if Authorized Service Provider is a corporation or limited liability company, its officers, directors, shareholders and members, or if Authorized Service Providers a partnership, its partners or affiliates and Company, its affiliates or any member of Company or its affiliates.

(iii) Authorized Service Provider shall have satisfied all monetary obligations owed by Authorized Service Provider, its officers, directors, shareholders, members, and affiliates to Company, its affiliates, and any principal of Company or its

affiliates, under this and any other agreement between them and shall not have been consistently delinquent with respect to any of those obligations during the term hereof.

(iv) Authorized Service Provider shall execute a general release of any and all claims against The Company, its affiliates, members, officers, directors, and employees arising prior to the date of renewal. Warranty claims for 2HIRE.US LLC Products / Contracted Jobs as described in the 2HIRE.US LLC Product Warranty to be an exception. Warranties related to installation or workmanship are the responsibility of the Authorized Service Provider.

(v) Authorized Service Provider shall comply with The Company's then-current qualifications and training requirements.

(vi) Should Authorized Service Provider opt not to renew this Agreement, Authorized Service Provider shall give Company written notice thereof not less than three (3) months, nor more than twelve (12) months, prior to the end of the preceding term and during such period shall not enter into any contracts for the supply and/or installation of a Company Product / Contracted Job prior to the termination of the then term without The Company's written consent.

(c) Either party shall have the right to terminate this Agreement at any time with thirty days (30) written notice to the other.

In the event the Agreement shall be terminated or canceled by either party, Authorized Service Provider agrees it shall immediately:

a) cease holding itself out as a Authorized Service Provider of the Company's line of Products / Contracted Jobs and at the Company's option, resell all or any portion of the inventory of the Products / Contracted Jobs to the Company at the net price paid therefor, less a reasonable allowance for depreciation to be determined by the Company;

b) discontinue its use of and relinquish any and all rights to any name, trade name or trademark which the Company has authorized or permitted it to use hereunder;

c) remove all signs, names, insignia, logotypes, directory listings and advertisements and any other material which identifies it as an authorized company Dealer;

d) at The Company's election, return or destroy any promotional, advertising or

technical material bearing such designations, and Company Service Manual, the Parts List and other material furnished to Authorized Service Provider free of charge for Dealer's use during the term of this Agreement;

e) complete all existing contracts for the supply and/or installation of Company's line of Products / Contracted Jobs on an expedited basis using its existing inventory or Products purchased from or provided by The Company or material purchased from another supplier in the event that it is not a Product / Contracted Job supplied by The Company on a cash-only basis.

12. Transfers of Interest. The company shall have the right to transfer and assign this Agreement and assign and delegate any of its rights and duties hereunder to any party, and Authorized Service Provider agrees hereby to consent to any such assignment or delegation. Any such assignment shall be binding upon and inure to the benefit of the Company's successors and/or assigns.

(a) Authorized Service Provider understands and acknowledges: that the rights and duties set forth in this Agreement are personal to Authorized Service Provider and that company has granted this Authorized Service Provider in reliance on the business skill, financial capacity, and personal character of Authorized Service Provider or the owners of Authorized Service Provider. Accordingly, neither Authorized Service Provider nor any immediate or remote successor to any part of Authorized Service Provider's interest in this Agreement, nor any individual partnership, corporation, or other legal entity which directly or indirectly owns any interest in Authorized Service Provider shall transfer or assign this Agreement, or shall sell, assign, transfer, convey or give away any direct or indirect interest in the Agreement, or in Authorized Service Provider (including any direct or indirect interest in a corporate or partnership Dealership), or in substantially all of the assets of the Agreement, either voluntarily or by operation of law, unless Authorized Service Provider shall have first tendered to Company the right of first refusal to acquire such interest in accordance with the provisions and other conditions set forth below, and then if Company fails to exercise said right, only with the prior written consent of Company, which consent will not be unreasonably withheld. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Company required by this Section 12 (a) shall be null and void.

(b) If a transfer or a proposed transfer would result in a change of control and shall, therefore, be deemed to be a transfer of control for the purposes of this Section

(Transfer of Interest), Company shall not unreasonably withhold its consent to such a transfer, provided, however, Company may in its sole discretion require any or all of the following as conditions of its approval:

i. All of Authorized Service Provider's accrued monetary obligations to Company and its affiliates shall have been satisfied;

ii. Authorized Service Provider is not in any default of any material provision of this Agreement, any amendment hereof or successor thereto, or any other agreement between Authorized Service Provider and Company, or its affiliates.

iii. The Transferee shall demonstrate to Company's reasonable satisfaction that it can meet Company's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources to operate the business.

iv. In the event of a sale of all or substantially all of Authorized Service Provider's assets, the transferee shall enter into a written assignment, under seal and in a term reasonably satisfactory to Company, assuming and agreeing to discharge all of Authorized Service Provider's obligations under this Agreement.

v. The Transferee shall execute for a term ending on the expiration date of this Agreement and with such renewal term as may be provided by this Agreement, Company's then-current form of Authorized Service Provider agreement which shall supersede this Agreement in all respects, except that Authorized Service Provider's Exclusive Area shall remain unchanged; and provided, however, that the transferee shall not be required to pay any initial fee;

vi. The transferor shall have first offered to sell such interest to Company; pursuant to paragraph (c) below.

(c) If any party holding an interest in this Agreement, in Authorized Service Provider, in the Business, or in substantially all of the assets of Authorized Service Provider, the transfer of which interest would have the effect of transferring control of Authorized Service Provider, desires to accept any bona fide offer from a third party to purchase Authorized Service Provider's interest in the Agreement, then Authorized Service Provider shall notify Company in writing of the terms of each such offer, and shall provide such information and documentation relating to the offer as Company may

require, including information as to the condition of title to the Business; and Company shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to Authorized Service Provider that Company intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that the company intends to purchase Authorized Service Provider's interest, closing on such purchase must occur within sixty (60) days from the date of notice to Authorized Service Provider of its election to purchase by Company or such later date as may have been provided in the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Company described in this section as in the case of the initial offer. Failure of Company to exercise the option shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that the Company may not reasonably be required to furnish the same consideration, terms and/or conditions, then Company may purchase the interest in the Business proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable equivalent in case of the consideration, terms, and/or conditions offered by a third party an independent appraiser shall be designated by Company and Authorized Service Provider and his/her determination shall be binding. The cost for said independent appraiser shall be divided equally between Company and Authorized Service Provider.

(d) Upon death or mental incapacity of any person with an interest in the Authorized Service Provider, the transfer of which interest would have the effect of transferring control of the Authorized Service Provider, the executor, administrator, or personal representative of such person shall transfer within nine (9) months after such death or mental incapacity, his/her interest to a third party approved by Company. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions or any inter vivos transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section (d), the personal representative of the deceased Authorized Service Provider shall have a reasonable time to dispose of the deceased interest, which disposition shall be subject to all of the terms and conditions for transfers contained in this Agreement. If such interest is not disposed of within a reasonable time, the Company may terminate this Agreement.

(e) The company's consent to a transfer of an interest in the Business granted herein shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of the Company's right to demand exact compliance with

any terms of this Agreement by the transferee.

(f) If there is a change in the management, name, or control of Authorized Service Provider that is unacceptable to the Company, this Agreement will be terminated effective thirty (30) days after delivery of the notice to such effect to Authorized Service Provider, provided that the Company shall not unreasonably withhold its consent to a change of control or management of Authorized Service Provider.

13. Independent Contractor and Indemnification. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Authorized Service Provider shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

(a) During the term of the Agreement and any extension, thereof Authorized Service Provider shall hold itself out to the public as an independent contractor operating the business pursuant to a Authorized Service Provider Agreement from Company. Authorized Service Provider agrees to take such action as may be responsibly requested by Company to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Authorized Service Provider premises, the content of which Company reserves the right to specify.

(b) It is understood and agreed that nothing in this Agreement authorizes Authorized Service Provider to any contract, agreement, warranty or representation on Company's behalf, or to incur any debt or other obligation in Company's name, and that Company shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, nor shall Company be liable by reason of any act or omission of Authorized Service Provider in its conduct of the Authorized Service Provider or for any claim or judgment arising therefrom against Authorized Service Provider or Company. Notwithstanding the provisions of this Section hereof, Authorized Service Provider shall indemnify and hold Company, and Company's officers, directors, and employees harmless from and against any and all claims, actions, damages, losses, costs and expenses, including reasonable attorney's fees, arising directly or indirectly from, as a result of, or in connection with Authorized Service Provider's operation of the Business, unless it is determined by a final judgment of a court of competent jurisdiction that such damages or claims resulted from Company's own negligent acts or omissions. If Company, its officers, directors, affiliates, subsidiaries or assigns, shall without fault on its part, be made a party to any litigation commenced by or against Authorized Service

Provider, then Authorized Service Provider shall protect and hold harmless Company, its officers, directors, affiliates, subsidiaries, and assigns and pay all costs, expenses and reasonable attorney's fees incurred by them in connection with the litigation,

14. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or government action, labor disputes, civil unrest, or any other cause beyond the control of either Company or Authorized Service Provider, the parties obligated to perform shall be excused from such extent that it is prevented, hindered or delayed by such causes.

15. This Agreement constitutes a personal contract and is not assignable by Authorized Service Provider in whole, or in part, without Company's written consent which will not be unreasonably withheld.

16. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. This Agreement may be assigned, in whole or in part, by the Company without the prior written consent of Authorized Service Provider. This Agreement may not be assigned, voluntarily or involuntarily or by operation of law or otherwise, by Authorized Service Provider without the express prior written consent of the Company, which consent may be withheld in the Company's sole discretion. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matters hereof and may be amended only by a writing executed by all parties. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" refer to this entire Agreement and not to any particular section, paragraph or provision. This Agreement and the representations, warranties, acknowledgments, and agreements contained herein shall be binding upon the heirs, legal representatives, successors and assigns of Authorized Service Provider.

LIENS: Authorized Service Provider waives its right to place a lien on a homeowner's property in the event that The Company originally sold the contracted Job unless written consent is given by The Company to do so after a reasonable amount of time (defined quantitatively as per local law) has been given for the homeowner/customer/client to pay. In which case, Thirty (30) days written notice will be provided to the homeowner of the Contracted Job by the Authorized Service Provider with signatures from both the Authorized Service Provider and The Company on said written notice. The Company and Authorized Service Provider will mutually agree on what names are appropriate to

put on any given lien on an as-needed basis.

EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND, DISPUTE OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first **above written**.

2HIRE.US LLC Products / Contracted Jobs Agreement Acceptance

Authorized Service Provider Print Name

Acceptance Signed Name

and

2HIRE.US LLC Sales or Regional Business Manager

By: Name:

Title: _____

By: Name: Title: _____

Acceptance

APPENDIX I: Products & Services

- 2HIREaHandyman Products / Contracted Jobs
- 2HIRE.US Products / Contracted Jobs
- Four Seasons Products / Contracted Jobs
- Miura Board Products / Contracted Jobs
- Other Products / Contracted Jobs as the company may from time to time add.

APPENDIX II : Responsibilities

Dealer's primary sales, installation, and service responsibility shall be in the area as detailed in Appendix II.

Primary Sales Responsibilities Apply to you because it is less costly to gain reoccurring business from a client than it is to gain new business from a prospect. These sales responsibilities Include:

Sales Responsibilities

The primary responsibility of a **salesperson** is to increase sales. For order getters this will involve identification of customers, presentation, demonstration, handling objections and closing the sale. In order to **generate sales**, six enabling functions should be carried out.

Prospecting

Prospecting is searching for and calling upon potential customers. Most sales person

rely on established customers rather than actively seeking new business. They work in their comfort zone calling upon old contacts rather than searching out and selling to new customers. A company should insist that a certain percentage of the revenues should come from new customers.

Their incentive plan can be structured in a way that it becomes more lucrative to acquire new customers. But there is need for balance. When there is excessive emphasis on acquiring new customers, the current customers' requirements may be ignored leaving them dissatisfied. Prospects can be identified from several sources like existing customers, trade directories, enquiries, the press and cold canvassing.

Maintaining Customer Records and Information Feedback

Customer record keeping is an important activity for salespeople who focus on getting repeat orders from their customers. For industrial salespeople, information should be available on decision making limit i.e. who are the important people to see, when they have been seen, and what are their choice criteria. Salespeople should be encouraged to maintain data of finer nuances of their customer requirements and behavior.

Business would normally be won by companies which incorporate these nuances in their offerings. These records become very valuable when the key contact employee of a major customer leaves the company. These records will help the company in reconstructing its relationship with the customer.

Sales people should be encouraged to send customer and market information to the head office. Test marketing activity by competitors, news of imminent product launches

by competitors, rumors of policy changes of trade and industrial customers and competitors, feedback on self and competitors' product performance, performance of delivery and after sales service may be useful to management and should be provided to them.

Providing Service

Salespeople meet many customers and they become familiar with solutions to common problems. They have a good idea of the equipment, processes, and materials that other companies may be using successfully. Salespeople can help their clients by suggesting these equipment, processes, and materials to them.

Sales teams may provide after sales service to customers. For some equipment, after,sale services like installation, commissioning, warranties, maintenance etc. are very important factors in determining the satisfaction of customers. Sales engineers may also be required to give advice on operation of a newly acquired machine or provide assistance in the event of a breakdown. They may be able to solve the problem themselves or they may call technical specialists to help them.

The sales team should understand that the customer may be using an equipment, but he is not an expert in the technology of the equipment. So when a customer has a problem with the equipment he will expect the sales team to help solve the problem. The customer is obviously happy when the supplier supplies him a great product, but a relationship between the buyer and the salesperson can develop only when the sales team demonstrates its usefulness on small

matters at frequent intervals. Sales teams should always welcome a call for help from a customer as the team gets another opportunity to demonstrate its usefulness to the customer and cement its relationship with him.

Handling Complaints

Dissatisfied customers tell six other people on an average about their cause of complaint. Dealing with complaints quickly and efficiently is a key aspect of selling. The ability of a sales team to empathize with customers and react sympathetically creates goodwill. When the sales team promptly solves customer problems, the complainants will now spread the news of how well they have been treated.

When dealing with customer complaints it is important to understand the anxiety level of customers and the difficulty that the customer may be facing because of the problem. Though the two aspects are related in most cases, i.e. the anxiety level of customers is proportional to the difficulty that the customer is facing, some customers feel high levels of anxiety even when the difficulty that they face is not much. Sales team may give such complaints low priority but it is fatal for a sales team to view a customer complaint objectively and from its own point of view.

A complaint is only as serious as the customer believes it to be so. If a customer is very worried about a small fault in his equipment, the company will lose the customer if its sales team were to label him as “unduly worried”, and ignores his

problem. More important than finding a solution to the customer problem, which is obviously important, is to reduce the anxiety of the customers, which in most cases can be done by reaching the customer site as soon as possible.

Tour Management

Journey routing may be delegated to salespeople. Many salespeople believe that the most efficient routing plan involves driving out to the farthest customer and zigzagging back to home base. But adopting a round trip approach usually results in lower miles travelled. But efficiency alone should not rule the journey routing. If an important customer has some urgent requirement, a salesperson should make adjustments to reach him even if the distance travelled increases.

Call frequency is also delegated to salespeople. It is sensible to grade customers according to their potential of contributing to the revenues of the organization. Salespeople may over call on established, friendly customers even though they do not have much growth potential. Customers with greater potential to buy the company's products should be visited more frequently.

Relationship Management

Many selling situations are not one-off, situation-specific encounters, but long term in nature. This is particularly true in organizational markets, where the two parties work together to create, develop and maintain a network within which both parties do business. The management of relationships with key customers is a major **responsibility of the salesperson**. Although the number of salespeople is falling, the number of key account managers is growing, which is testimony to

the importance that companies are attaching to managing relationships with their important clients.

Buyers are also reducing the number of suppliers that they are buying from. In fact, most companies are keen to source one component from only one supplier and most companies are willing to source more than one component from the same supplier.

They have more stake in each others business. Buyers and suppliers are doing more for each other than merely buying and selling products. Suppliers are aiding their buyers in designing components and are taking overall responsibility for the components they are supplying. Buyers are helping their suppliers to improve their processes and cost structures.

The sales team's role will change as the two companies decide to interact more intensively and proactively. Sometimes the functional departments of the two companies may be interacting on a daily basis even without the knowledge of the salesperson. The salesperson may feel slighted, for once he was the sole interlocutor between the two companies. Under these situations the salesperson has to merely facilitate communications between the employees of the two companies, and sort out any differences that may occasionally arise.

The objective of relationship management is to build goodwill that is reciprocated by placing orders. This can be achieved by providing exceptional customer

service through:

- Technical Support: The suppliers should help the buyer in installation, commissioning, and maintenance of equipment they sell.
- Expertise: The supplier and buyer have expertise in different technologies and they should be able to use their technologies for mutual benefits.
- Resource Support: The buyer and the seller should put their resources at each other's disposal. The idea is that the buyer and seller should understand their mutual dependence and realize that they have to collaborate to become a competitive unit.
- Improving Service Levels: Since suppliers are supplying sub-assemblies instead of components, customers require greater services from their suppliers. Suppliers have to upgrade their level of services to be able to add value to the operations of the customer.
- Lowering Perceived Risk: Suppliers have to assume some of the risk of the buyer. They may provide guarantee of performance and an opportunity to return the equipment if the customer does not find it suitable.

Salespeople should develop trust through high frequency of contact, ensuring that promises are kept, and reacting quickly and effectively to problems.

As an Authorized Service Provider, you are to maintain the responsibilities of several aspects of construction work. These responsibilities and job roles

include:

Construction Manager

The construction manager is responsible for overseeing the entirety of the project from start to finish. They may individually manage a project, or work with other construction managers depending on the scale of the project and its complexities. They are responsible for planning, budgeting, and overseeing progress. During the planning process they must decide what materials to be used, how to schedule employees, and create a schedule for the project. They must keep constant communication with all others on the project as well as the client. They are on-call at all times because it is their responsibility if something on the project goes wrong at any point. Due to the variety of job duties included in being a construction manager, many find benefits in the implementation of cloud-based software to aid them in their planning, implementation, and communication from start to finish.

Estimator (as it applied to upsales on the jobsite)

The estimator is responsible for estimating the costs, materials, and labor needed to complete a project and running them through 2Hire.us LLC. They must

be fully versed on the project and be able to quantify the project using specific metrics. They use sophisticated estimating software to aid them, but must also communicate with the rest of the team and outside companies in order to gain knowledge on the costs of different tasks.

Architect

The architect is responsible for envisioning the client's needs and developing a creative solution. They develop the creative plans, communicate the plans to others, and oversee their execution. They must be involved in a project from start to finish to ensure that the client's vision is being implemented properly.

Supervisor

The job supervisor acts as an intermediary between the field workers and the management office to ensure effective communication. Many supervisors benefit from the use of communication technology on their mobile devices that allow them to streamline this constant communication. Aside from this, they are responsible for any problems or conflicts that may arise between the field and the office.

Construction Expeditor

The construction expeditor manages the flow of materials from supplier to project. They must be able to determine what materials and equipment will be needed in any given

project, order those materials, and manage timely delivery. This person must be well organized and detailed to be able to keep track of the flow of material on a given schedule as they are often working for many projects at once. They work closely with both the suppliers and the companies, which entails constant communication between parties.

Construction Worker

Construction workers are the driving force of every project. Once the project is planned, the workers get their hands dirty to make it a reality. They demolish old structures and work to create new ones following specific specifications. They must be able to operate heavy machinery, lift large objects, and perform typical construction tasks. Aside from their physical requirements, they must be able to effectively comprehend instructions they receive from their supervisors, and work collaboratively with other team members.

Construction Foreman

The foreman is the head of the workers in the field. He oversees the project on-site and tracks worker's timecard and completion of tasks on schedule. The foreman is the direct response for any problems or injuries that occur on a job site. He is also in charge of personnel including timecards, payroll, and often hiring or promotion. Mobile technology aids the foreman in his communication from the job-site to the back office.

Customer Service Representative Job Description

The Customer Service Representative attracts potential customers by answering product and service questions; suggesting information about other products and services. Process orders, prepare correspondences and fulfill customer needs to ensure customer satisfaction.

Requires a high school diploma or equivalent and 0-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices and procedures within a particular field. Rely on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. The target is to ensure excellent service standards and maintain high customer satisfaction.

Job functions:

- Open and maintain customer accounts by recording account information
- Resolve product or service problems by clarifying the customer's complaint; determining the cause of the problem; selecting and explaining the best solution to solve the problem; expediting correction or adjustment; following up to ensure resolution
- Maintain financial accounts by processing customer adjustments

- Recommend potential products or services to management by collecting customer information and analyzing customer needs
- Prepare product or service reports by collecting and analyzing customer information
- Contribute to team effort by accomplishing related results as needed
- Manage large amounts of incoming calls
- Generate sales leads
- Identify and assess customers' needs to achieve satisfaction
- Build sustainable relationships of trust through open and interactive communication
- Provide accurate, valid and complete information by using the right methods/tools
- Meet personal/team sales targets and call handling quotas
- Handle complaints, provide appropriate solutions and alternatives within the time limits and follow up to ensure resolution
- Keep records of customer interactions, process customer accounts and file documents
- Follow communication procedures, guidelines and policies
- Go the extra mile to engage customers
- Resolve customer complaints via phone, email, mail or social media
- Use telephones to reach out to customers and verify account information
- Greet customers warmly and ascertain problem or reason for calling

- Cancel or upgrade accounts
- Assist with placement of orders, refunds, or exchanges
- Advise on company information
- Take payment information and other pertinent information such as addresses and phone numbers
- Place or cancel orders
- Answer questions about warranties or terms of sale
- Act as the company gatekeeper
- Suggest solutions when a product malfunctions
- Handle product recalls
- Attempt to persuade customer to reconsider cancellation
- Inform customer of deals and promotions
- Sell products and services
- Utilize computer technology to handle high call volumes
- Work with customer service manager to ensure proper customer service is being delivered
- Close out or open call records
- Compile reports on overall customer satisfaction
- Read from scripts
- Handle changes in policies or renewals

- Resolve customer complaints via phone, email, mail or social media

Requirements:

- Proven customer support experience
- Track record of over-achieving quota
- Strong phone contact handling skills and active listening
- Familiar with CRM systems and practices
- Customer orientation and ability to adapt/respond to different types of characters
- Excellent communication and presentation skills
- Ability to multi-task, prioritize and manage time effectively
- High school diploma or equivalent; college degree preferred

Customer service representative top skills & proficiencies:

- Customer Service
- Product Knowledge
- Quality Focus
- Market Knowledge
- Documentation Skills

- Listening Skills
- Phone Skills
- Resolving Conflict
- Multitask
- Patience
- Negotiation
- Positive Attitude
- Attention to Detail
- People Oriented
- Analysis
- Problem Solving
- Organizational Skills
- Adaptability
- Ability to Work Under Pressure
- Computer Skills

APPENDIX III

Pricing / Discount Schedule

Based upon existing confidential retail price lists/price structures

Purchased/Contracted Job Volume Of 2Hire.US LLC full Invoiced amount

\$1 to \$249,999

Product / Contracted Job

50% to The Company

50% to the Authorized Service Provider

\$250,000 to \$399,999

Product / Contracted Job

45% to The Company

55% to the Authorized Service Provider

\$400,000 to \$699,999

Product / Contracted Job

40% to The Company

60% to the Authorized Service Provider

Discount is based on reviewed, prior twelve-months of NET Agreements or Contracted Jobs. Review is performed at the start and mid-point of the fiscal year. The discount remains in effect for a six-month period based on that review.

Agreed to discount based on maintaining minimum volume target (annual) detailed in Appendix IV.

APPENDIX IV: VOLUME TARGET

Minimum volume target (annual) required annually for primary **sales area** (territory) as shown in Appendix II.

\$120k/Annually

APPENDIX V: Accountability Policy and Repercussions:

For Installation or Jobsite Management

1. Arriving on time
2. Wear suitable closed toe shoes.
3. Pants that are free from holes or tears and are wore appropriately at the hips.
4. A collared shirt or 2HIRE embossed or engraved shirt
5. And then...

2HIRE.US Expectations Sheet & Customer Survey

- △ Communicate with the Facilitator to confirm Client Information, Date, Time & Description of the Work Order, obtain the "Scope of Work" and the contractor payout for the job.

Client's Name:

Client's Email:

Techs on job: _____ &

- △ Ensure that you have all tools needed to complete the job.
- △ Did you arrive on time? Y / N. When did you arrive? _____ AM / PM.
- △ Did you Log into TSheets?
- △ Complete a walk through with Client.
- △ Obtain any materials needed to complete the work order.
- △ Shoot "IN" video detailing a list of items to complete.
- △ Perform proper preparatory work to ensure the protection of the Client's property.
- △ Was the Job Completed?
- △ Did you clean up?

- △ Seek the Client's approval on the completed job... **Client Initials** _____
- △ Shoot "EXIT" Video And/Or Daily Progress Report Video.
- △ Forward all videos from that day to Client's email (listed above).
- △ Call the "Office" and allow the Client to speak with us directly regarding that day's work order and any future projects.
 - Future Project 1: _____ . Has it been discussed with Estimating and Sales? ... Y / N
 - Future Project 2: _____ . Has it been discussed with Estimating and Sales? ... Y / N
- △ Document any final comments / notes regarding the work order via a glide video.

- △ Collect any money owed. Credit Card on Merchant Acct OR Check... .. \$

_____ . _____
- △ CamScan this completed Expectation Sheet & Customer Survey and forward it to the office and the Client's email (listed above).

Client initials _____

Work Order Production Scoring: Overall Score _____ % (A x B = C)

Finished paid out (budget) \$ Paid or Collected: \$ _____ / **\$ Quoted: \$** _____ = _____ %

- Independent Variables that effect outcome: Quote + Change Orders... **Recalculated if...** Damages & Call Backs

Finished as Scheduled (Delivery) Days/Hours Planned: _____ / Actual Days Or Hours: _____ = _____ %

- Independent Variables that effect outcome: Facilitator/ Man Power/ Materials Expediting/ Time/ Missed/ Lost/ Stolen/ Forgotten/ Damaged/ Redo's/ Clean Up/ Punch Outs... **Recalculated if...** Damages & Call Backs

For Sales and Estimation:

6. Business Casual Attire OR
7. Suitable closed toe shoes,
8. Pants that are free from holes or tears and are wore appropriately at the hips and
9. A collared shirt or 2HIRE embossed or engraved shirt
10. No-call-no-shows will result in a signed write-up slip, 3 write-ups will result in termination of this contract and work for the company
11. Issues with the workmanship and how they are handled?,
12. harassment of customers and other company personnel will not be tolerated
13. Jobsite expectations defined,
14. payments contingent upon...and Jobsite inspection schedule/procedures,
15. photos of work and proper documentation,
16. due diligence of company when researching Authorized Service Providers - lookup of liens/levies,
17. theft of clients and contracted jobs and repercussions of,
18. Insurance not provided - to still work admin fee + % of job pay deducted from individual job agreement to pay for workers comp by the job

Electronic devices: suitable for maintaining adequate communications are required. They must be able to process and run all of our required applications and access any needed data without complication.

Personal Social Media profiles: must maintain a certain level of professionalism and create a positive impression when viewed by an outsider. Social Media usage on a jobsite or at a customers home is permitted only when it is being utilized for company/professional purposes.

Non-Disclosure Agreement: 14 days advance notice must be given if time off or a leave of absence is to be taken so that schedules can be updated accordingly.

APPENDIX VI

2HIRE.US Apps, Contacts & Company Info

2HIRE.US Required Apps:

...CardTapp – Electronic Biz Card

<http://2hireus.cardtapp.com/vx7c5d>

...CamScanner - PDFcreator & Electronic Docs

...CloverGo – Merchant Credit Card Processor, First Data

...Clover Dashboard – Merchant Account Payment Manager

...Glide - Job Progress Video & logs you in&out

...Google Calendar app

...Google Contacts - Basic google Account

...Invoice Simple – Estimating & Invoicing Clients w/text & eMail functionality

...MileIQ - Easily Records your mileage for business and tax purposes.

...Waze - GPS & Maps & works with Google

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30101

Scheduling call Matt at 770-910-2921

Click below to download the [2HIRE.US](http://2hire.us) mobile app: <http://2hireus.cardtapp.com/vx7c5d> Allows you to share our

electronic business card with clients, friends or referrals.

On the Web. ..

Www.2HIREaHandyman.net

Www.2HIRE.US

Or EMail...

2hireahandyman@gmail.com

2HIRE.US & 2HIREaHandyman exist at our core to provide the best possible service to both our contractors and our clients. Our purpose everyday then is "Perfecting the Home Improvement Experience".