

SERVICE PROFESSIONAL REFERRAL AGREEMENT

This Service Professional Referral Agreement (“Agreement” or “the Agreement”) is entered into between _____ (hereinafter the “Service Professional”), which has its principal place of business located at _____, and **Helplister, LLC**, a Florida Limited Liability Corporation, (hereinafter “Helplister”), which has its principal place of business located at 5087 Edgewater Dr., # 608252, Orlando, FL 32860.

WHEREAS, Service Professional and Helplister (collectively, “the Parties”) desire to enter into a relationship wherein Helplister will refer individuals and businesses (the “Clients”) to Referee and will receive a fee from Referee in accordance with the terms herein.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of this consideration, which is hereby acknowledged, Referee and Helplister (individually the “Party” and collectively the “Parties” to the Agreement) agree as follows:

1. **RECITALS.** The above recitals are intended to be part of this Agreement and are adopted and incorporated herein by this paragraph.
2. **REGISTRATION PROCESS.** Referee shall provide the following information to Helplister by completing **Exhibit A** (the “Registration Information”): 1) the legal name of Referee; 2) any d/b/a or other fictitious name that Service Professional currently holds itself out under or performs services under, or has held itself out under or performed services under; 3) the physical office address of Service Professional ; 4) the name, phone number, and email address of the owner or manager of Service Professional who is authorized to enter into this Agreement; 5) all federal, state, and municipal issued license numbers; 6) a description of the services for which Service Professional intends to accept referrals for; 7) a list of any and all subcontractors, sub subcontractors, and material men of any level that Service Professional will use, has used, or may use to perform services referred to it; and 8) the name, address, telephone number, and email address of the license holder for the company.
3. **REFERRAL PROCESS.** Helplister shall cause to be created and maintained a website through Helplister.com which shall allow existing users and unaffiliated users (collectively the “Clients”) to provide information which will be used to match them to a potential contractor, such a Service Professional, based on the particular services which the Clients are requesting.
4. **TERM OF THE AGREEMENT.** The term of this Agreement (the “**Term**”) will begin on the date that this Agreement is signed by the Parties below (the “**Effective Date**”) and continue for a period of one year. At the conclusion of that year, this Agreement, unless terminated in compliance with the terms of this Agreement, shall automatically renew for a one-year period and will subsequently renew year after

year until the termination of this Agreement. All subsequent years will be considered part of the Term.

5. **PARTIES' OBLIGATIONS.** The Parties shall be required to execute the following obligations throughout the Term of this Agreement:

- a. Helplister will display the name and logo of Service Professional, as provided by Referee, on its referral website throughout the term of this Agreement.
- b. Service Professional shall at all times maintain a federal, state, and/or municipal license which is in good standing, and which permits Service Professional to perform the services that Service Professional is seeking referral for. If for any reason Service Professional's license is suspended, lapsed, revoked, or otherwise unable to be utilized, Service Professional shall inform Helplister within five (5) business days of the non-usability of Service Professional's license.
- c. Service Professional represents and warrants that all of its Registration Information is true, complete, and accurate. Service Professional will promptly notify Helplister of any changes to its Registration Information during the Term of this Agreement and submit updated information after any such changes.
- d. The Parties will not make any representations or warranties, including but not limited to false or misleading representations, with respect to the services which are being performed by Service Professional or the referral of clients and/or manner of conducting business by Helplister.
- e. Helplister represents that its referral website will not contain or link to any content, web page, or site that contains any:
 - i. advertisements or directs to third-parties or third-party websites that offer services similar to those offered by Service Professional, unless those third parties are also Service Professional's of Helplister;
 - ii. nudity, pornography, or other sexual or adult material;
 - iii. hate propaganda or material that encourage or promotes illegal activity or violence;
 - iv. content that violates or infringes in any way upon the statutory, common law, or proprietary rights of others, including but not limited to copyrights, trademark rights, patents, or any other third-party intellectual property, contract, privacy, or publicity rights;
 - v. material that violates any local, state, or national law, rule, regulation, or ordinance; or
 - vi. misrepresentations or material that is threatening, abusive, harassing, defamatory, obscene, profane, indecent, or otherwise objectionable, offensive, or harmful.

6. **PRICING AND PAYMENT.** For each Client that Helplister refers to Service Professional, Helplister shall be entitled to, and Service Professional shall cause to

be paid to Helplister, a one-time referral fee in the amount of 10% of the selected service, or a fee in the amount of, \$20 whichever is greater. This amount will be collected directly from the Client at time of booking. If any leads are purchased from Helplister, Service Professional agrees to pay the amount specified per lead in its dashboard. This amount will fluctuate daily based on current market conditions and service provided. Service Professional will collect for its services directly from its customer. The customer will expect to pay the listed service amount less Helplister's referral fee. Helplister will not assist in any collection efforts whatsoever.

7. **BEST EFFORTS.** Service Professional shall use its commercial best efforts to ensure that the Services and there resulting products are completed and delivered to clients referred to Service Professional expeditiously.
8. **TERMINATION.** This Agreement may be terminated by either Party with sixty (60) days' notice to the other Party at the addresses listed above. Notice must be in writing and mailed via First-Class postage through the United States Postal Service (USPS). Notice shall be considered delivered on the date of postmark. During the sixty (60) day termination period after notice to the other Party, all duties and obligations contained in this Agreement shall continue as if notice of termination has not been given, unless otherwise waived by the noticed Party.
9. **CONFIDENTIALITY.** Service Professional agrees to treat all client contact records and information as confidential, and Service Professional, on behalf of itself and its employees, agrees to keep confidential all such information.
10. **DISCLAIMER OF WARRANTY.** NEITHER PARTY OFFERS ANY WARRANTY UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM TO THE EXTENT ALLOWED BY APPLICABLE LAW ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES THAT ITS SERVICES WILL BE ACCURATE OR AVAILABLE.
11. **LIMITATION OF LIABILITY.** EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY ACTUAL, COMPENSATORY, LOST PROFIT, EQUITABLE, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, REVENUE, OR PROFITS), COSTS, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES AND EXPENSES), WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT

UNDER ANY THEORY INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, OR NEGLIGENCE. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY EXCEED THE GREATEST AMOUNT OF THE FEES PAID OR OWED BY EITHER PARTY UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION FORMED A BASIS FOR ENABLING EACH PARTY TO OFFER AND ACCEPT THE COMMISSION RATES HEREIN

12. **IDEMNIFICATION.** Service Professional (the “Indemnifying Party”) agrees to indemnify, defend (or settle), and hold harmless Helplister (the “Indemnified Party”), its officers, directors, and employees from any and all third-party liabilities claims, actions, damages, arbitration fees and expenses, costs, and attorney’s fees incurred by the Indemnified Party resulting from: (a) the Indemnifying Party’s breach of this Agreement; or (b) damages to third-parties by or during the Indemnifying Party’s Services, including but not limited to, the Indemnifying Party’s data and the content of the Indemnifying Party’s websites related to this Agreement, negligence or intentional torts committed by the Indemnifying Party, and negligence or intentional torts committed by the Indemnifying Party’s subcontractors, sub subcontractors, or material men of any level.

To the fullest extent permitted by law, Service Professional shall defend, indemnify, and hold harmless Helplister and its respective officers, directors, and employees, from and against any and all claims, actions, proceedings, suits, losses, liability, damages, fines, penalties, or judgments (collectively “Claims”) for: (a) injuries to any person, including illness or death, or damage to property, arising from any act, omission, operations, or negligence of Service Professional or its sub-subcontractors, materialmen, or laborers of any tier, (b) any alleged or actual breach of Service Professional’s obligations pursuant to this Agreement, (c) Service Professional’s failure to comply with any applicable laws, rules, codes, ordinances, or regulations, or (d) any breach of any duty or warranty, implied or otherwise, that Service Professional undertakes or is obligated to undertake. Service Professional’s obligation hereunder includes the payment of all of the Parties attorneys’ fees, costs, and expenses incurred on account of any Claims.

13. **DISPUTE PROCEDURES; ARBITRATION.** Any dispute between Service Professional and Helplister arising out of or relating to this Agreement, including, without limitation, any alleged breach thereof, shall at Helplister’s sole discretion and selection either: (a) be resolved by a competent court of law in Orange County, Florida or in the Federal Middle District of Florida; or (b) be resolved by an arbitration conducted by a single arbitrator. If arbitration is selected, the Parties shall attempt to jointly select an arbitrator, and if they cannot do so within seven days, each Party shall designate an arbitrator on the American Arbitration Association’s National Roster of Arbitrators who does not have any conflict of

interest, and the two designees shall jointly select the arbitrator who will arbitrate the Parties' dispute.

The arbitrator shall issue a written award setting forth his or her findings ("Award"). Any court with jurisdiction may enter judgment upon the Award. The arbitrator may allocate amongst the Parties all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees and costs of the prevailing Party.

The venue for any arbitration or legal proceedings between Service Professional and Helplister arising out of or relating to this Agreement shall only be in Orange County, Florida.

14. **WARRANTY.** At a minimum, Service Professional warrants that all supplied materials, equipment, and installation services provided to clients referred to Service Professional by Helplister shall be free from any defects for a period of 12 months from the date of Substantial Completion. Substantial Completion is defined as the date in which the Services are ready to be used, or are being used, for the purposes for which it was intended.

15. **LABOR; SAFETY; AND STAFFING.** Service Professional is responsible for the conduct and safety of its employees, agents, subcontractors, sub-subcontractors, laborers, and materialmen and others under its direction or control. Service Professional shall take all reasonable measures to protect its employees, agents, subcontractors, sub-subcontractors, laborers, materialmen, and others. Service Professional is responsible for furnishing its employees with any and all necessary or mandated safety equipment, including but not limited to ladders, scaffolds, barricades, and other fall protection. Service Professional shall conform with all applicable safety codes and regulations to maintain a safe and hazard-free work area when providing services for a client referred by Helplister. Service Professional shall take all necessary measures, whether or not mandated by law, to assure the safety of its employees and others on the site of a client referred by Helplister.

Service Professional shall utilize experienced and competent laborers and supervisory staff. If any person utilized by Service Professional is delaying or obstructing the progress of work for a client referred by Helplister, acts contrary to any safety requirements or Service Professional's instructions, or has consumed alcoholic beverages or is intoxicated while performing services for a client referred by Helplister, Service Professional shall immediately remove such person from performing services for a client referred by Helplister.

16. **MODIFICATION OF AGREEMENT.** No term or provisions of this Agreement may be varied, changed, modified, waived, or terminated except by an instrument in writing signed by each of the Parties.

17. **SUCCESSORS; ASSIGNS.** This Agreement will be binding upon and will inure to the benefit of each Party's permitted successors and assigns. The Agreement is not assignable or transferable by either Party without the prior written consent of the other Party, and any attempt to do so in violation of this provision will be void; provided that, no consent is needed if the assignment is to a successor in the event of a merger of the assigning party, a sale or transfer of substantially all of the assets of the assigning party, or the sale or transfer of substantially all of the outstanding shares of the assigning party.
18. **ENTIRE AGREEMENT.** It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.
19. **TITLES/HEADINGS.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
20. **GENDER.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
21. **GOVERNING LAW AND FORUM.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. All claims hereunder shall be tried solely and exclusively in the Ninth Judicial Court in and for Orange County, Florida, or in the United States District Court for the Middle District of Florida. The Parties consent to the jurisdiction and venue of said Courts, regardless of where the Parties are residing at the time of such action.
22. **WAIVER OF JURY TRIAL.** In any action, suit, or proceeding in any jurisdiction brought by any Party against the other Party, which is initiated in a court of law, the Parties each knowingly and intentionally, to the greatest extent permitted by applicable law, hereby absolutely, unconditionally, irrevocably, and expressly waives forever trial by jury.
23. **ATTORNEYS FEES.** The prevailing party in any dispute arising out of or concerning this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs including but not limited to costs of litigation, collection, and enforcement.
24. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
25. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, including those transmitted to and among the Parties via facsimile and electronic mail, with the same effect as if the signatures on each

counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Agreement.

26. **WAIVER.** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2022 (the "Effective Date").

Helplister, LLC.

(Name of Service Professional Entity):

By: _____
Signature

By: _____
Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____