

Master Service Agreement

WHEREAS the Service Provider is in the business of providing the services set forth in Schedule “A” of this Agreement (the “**Services**”);

AND WHEREAS the Company desires to publish a profile of the Service Provider (the “**Service Provider Profile**”, as defined in Schedule “A” hereto) and Services on www.luxsos.ca (the “**Website**”) for the purposes of connecting the Company’s clients (the “**Clients**”, and each, a “**Client**”) with the Service Provider, upon the terms and conditions set forth herein.

AND WHEREAS the Service Provider wishes for the Company to list its Services on the Website and provide such Services to the Company’s Clients, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged and accepted by the Company and the Service Provider (collectively, the “**Parties**” and each, a “**Party**”), the Parties hereby agree as follows:

1. Company Terms and Conditions and Privacy Policy

The terms hereof are to be read in conjunction with the Company’s general terms and conditions governing the use of the Website (the “**Terms and Conditions**”), which are available at www.luxsos.ca/website-terms-and-conditions-of-use, and the Company’s privacy policy (the “**Privacy Policy**”), which are available at www.luxsos.ca/privacy-policy. This Agreement will prevail if there is a conflict between the provisions of this Agreement, the Terms and Conditions and the Privacy Policy.

2. Services, Bookings & Client Reviews

Subject to the terms and conditions of this Agreement, the Service Provider hereby agrees to provide the Services to a Client, as assigned by the Company. Each instance in which the Company assigns Services to the Service Provider to be provided to a Client is hereinafter referred to as a “**Booking**”.

- (a) **Number and Frequency of Bookings:** Nothing in this Agreement shall be construed as a claim, promise, indication or otherwise on the part of the Company with respect to the number or frequency of Bookings the Service Provider will receive from the Company.
- (b) **Cancellation or Re-Assignment of Bookings by the Company:** The Company reserves the right, in its sole discretion, to cancel, re-assign, or otherwise alter the scheduling of Bookings, at any time without reason and shall use commercially reasonable efforts to provide prompt notice to the Service Provider prior to such cancellation, re-assignment or other alteration, in accordance with Section 18 (Notices).
- (c) **Denial of Bookings by the Service Provider:** The Service Provider shall not deny acceptance of a Booking without good reason. Upon the Service Provider’s denial of a Booking, and in accordance with Section 18 (Notices), the Service Provider shall provide prompt written notice to the Company, detailing the reason for denial, which the Company in its sole discretion, acting reasonably, shall determine whether such reason for denial constitutes “good reason”. If the Company determines that the Service Provider’s reason for denial does not constitute “good

reason”, then the Service Provider shall be obliged to complete the Booking as originally scheduled.

- (d) Cancellation of Bookings by the Service Provider:** The Service Provider shall not cancel an accepted Booking without good reason, as determined by the Company in its sole discretion, acting reasonably. In such an event, the Service Provider shall provide prompt written notice to the Company detailing the reasons for the cancellation and the Service Provider’s nearest future availability to provide the Services, in accordance with Section 18 (Notices). If the Company determines that the Service Provider’s reason for cancellation does not constitute “good reason”, then the Service Provider shall be obliged to complete the Booking as originally scheduled.
- (e) Client Reviews:** Pursuant to the Website Terms and Conditions, after the completion of a Booking, the Company may offer the Client for that Booking an opportunity to provide feedback on the Service Provider’s performance of the Services in that Booking (with each instance of a Client providing feedback being a “Review”). The Service Provider agrees and acknowledges that the Company may collect and publish, in the Company’s sole discretion, acting reasonably, in whole or in part, the content of the Review on the Service Provider Profile (as defined in Schedule “A” hereto). The Service Provider agrees not to challenge any Review, and that the Company holds no responsibility or liability for the Reviews or any harm that may come to the Service Provider arising from the publishing of a Review.

3. Relationship Among Parties

The Parties acknowledge and agree that the Service Provider is an independent contractor in the performance of the obligations pursuant to this Agreement and nothing herein shall be construed to be inconsistent with this status. The Service Provider shall under no circumstances enter into any agreements or commitments for or on behalf of the Company or hold themselves out as having authority to act as an agent of the Company. Nothing in this Agreement shall be construed as creating an employment, agency, joint venture or partnership relation between the Company and the Service Provider. Any employees, agents, partners, subcontractors or representatives of the Service Provider are the sole responsibility of the Service Provider and the Company will not be liable to such employees, agents or representatives.

4. Term of Agreement

The term of this Agreement will commence on the Effective Date and will continue in effect until terminated in accordance with Section 9.

5. Responsibilities of the Company

- (a)** The Company shall publish the Service Provider Profile (as defined in Schedule “A” hereto) of the Service Provider and a description of the Services, in each case substantially as set out in Schedule “A” hereto on the Website.
- (b)** After the Company assigns a Booking to the Service Provider, the Company shall, within a reasonable time period, notify the Service Provider of the Booking and provide the following information for the Service Provider to deliver its Services to the Client to complete the Booking:
 - (i)** Description of Client request;

- (ii) Client's contact information;
 - (iii) Location where Services are to be rendered;
 - (iv) Date and time of Services to be rendered; and
 - (v) such other information as the Service Provider may reasonably request in order to enable it to deliver the Services to the Client to complete the Booking
- (c) Subject to Section 7, the Company shall pay the Service Provider for completed Bookings according to the terms in Schedule "A" hereto.

6. Responsibilities of the Service Provider

- (a) Subject to Section 2, upon the Service Provider's receipt of a Booking from the Company, the Service Provider shall accept or decline the Booking.
- (b) In the course of providing the Services to a Client to complete a Booking, the Service Provider shall provide such Services to such Client in a professional manner, consistent with the standards of the Service Provider's industry and in compliance with all applicable laws, including, but not limited to, ensuring that: (i) its employees and other persons providing Services on the Service Provider's behalf devote reasonable and sufficient time to rendering the Services and (ii) such persons are properly qualified and possess the requisite skills to provide the Services assigned to them by the Service Provider.
- (c) The Service Provider shall provide its own equipment, training, travel expenses, transportation, and all other resources necessary to complete the Bookings assigned to it by the Company from time to time.
- (d) In the course of providing Services to complete a Booking, the Service Provider will not perform, or offer to perform, any services outside of the scope of the Services subject to this Agreement.

7. Fees and Expenses

The Company shall pay to the Service Provider the fee set out in Schedule "A" for completing a Booking (the "**Service Fee**"). The Service Fee payable to the Service Provider shall be payable by the Company within seven (7) business days following the completion of the Services assigned in the Booking or as otherwise set out in Schedule "A" hereto. The Service Provider shall not negotiate or charge any additional fees to the Clients for Bookings or make any additional agreements or arrangements with the Clients without the prior written consent of the Company, which consent may be withheld in the Company's sole discretion, acting reasonably.

8. Covenants of the Service Provider

- (a) Prior to the listing of the Service Provider on the Website or the Company assigning any Bookings to the Service Provider:
 - (i) The Company may request evidence of the insurance policies of the Service Provider, the sufficiency of which shall be determined in the Company's sole discretion, acting reasonably; and
 - (ii) The Company may request from the Service Provider a completed criminal background check conducted by local police on the Service Provider, the results of which are

satisfactory to the Company in its sole discretion. Any Confidential Information (as defined in Section 15) received by the Company to facilitate the completion of such background check shall be treated in accordance with Section 15.

- (b) The Service Provider shall, in accordance with Section 18 (Notices), give notice to the Company within [3] hours of providing the Services to the Client and only upon notification to the Company of the completion of the Services shall the Booking be deemed to be completed.

9. Termination of Agreement

- (a) The Company may terminate this Agreement at any time by giving a minimum of ten (10) business days' prior written notice to the Service Provider, in accordance with Section 18 (Notices). If the Company elects to terminate this Agreement in such a manner, this Agreement shall terminate on the date specified in such notice, and the Service Provider shall cease to provide the Services as of such termination date. The Company shall pay the Service Provider for such portion of the Services completed to the date of termination, subject to and in accordance with Section 7 and any other applicable terms of this Agreement. The Company shall not be liable to pay any bonus, damage, or other claim asserted by the Service Provider for its expected profit on the completed and incomplete portion of the Services;
- (b) The Service Provider may terminate this Agreement at any time by giving a minimum of ten (10) business days' prior written notice to the Company, in accordance with Section 18 (Notices). If the Service Provider elects to terminate this Agreement in such a manner, this Agreement shall terminate on the date specified in such notice, and the Service Provider shall cease to provide the Services as of such termination date. The Company shall pay the Service Provider for such portion of the Services completed to the date of termination, subject to and in accordance with Section 7 and any other applicable terms of this Agreement. The Company shall not be liable to pay any bonus, damage, or other claim asserted by the Service Provider for its expected profit on the completed and incomplete portion of the Services. Either Party may terminate this Agreement by giving written notice to the other Party in the event that:
 - (i) Such other Party commits a material breach of its obligations hereunder and such material breach remains uncured for ten (10) business days, measured from the date written notice of such material breach is given to the other Party;
 - (ii) The other Party (I) enters into proceedings in bankruptcy or insolvency, (II) makes an assignment for the benefit of creditors, (III) files or has filed against it any petition under a bankruptcy law, a corporate reorganization law or any other law for relief as a debtor (or similar law in purpose or effect) or (IV) enters into liquidation or dissolution proceedings; or
 - (iii) Any amount payable by the Company under this Agreement remains unpaid by the Company for a period of more than thirty (30) days following receipt of a notice of delinquency from the Service Provider other than in the event such amounts are disputed in good faith by the Company.
- (c) Notwithstanding the foregoing or any provision to the contrary, the Parties may terminate this Agreement at any time by mutual written consent.

10. Non-Solicitation

During the term of this Agreement and for a period of 1 year following the termination or expiration of this Agreement, the Service Provider shall not directly or indirectly (a) solicit, induce, encourage or facilitate any employees or consultants of the Company, or procure or assist any person to do the foregoing, to leave their employment or consulting relationship with the Company, whether or not such individual would commit any breach of his contract or terms of employment by leaving the employ of the Company; (b) canvas or solicit (or procure or assist the canvassing or soliciting of) the business of any Client of the Company for the purpose of providing any of the Services outside of the relationship with the Company; or (c) attempt to persuade any Client of the Company to cease to do business or reduce the amount of business which any Client of the Company has customarily done or attempt to persuade any Client of the Company not to do business with the Company.

11. Representations and Warranties

(a) The Company represents and warrants that:

- (i) It has been duly formed and is validly existing under the laws of the jurisdiction in which it was formed and has all necessary power and authority to own and operate the assets and carry on its business;
- (ii) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.
- (iii) It has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement and to observe and perform the provisions of this Agreement in accordance with its terms; and
- (iv) This Agreement constitutes a valid and legally binding obligation of the Company enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are available only in the discretion of the court. Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions hereof (i) has resulted or will result in a violation of any constating document of the Company or any applicable law, (ii) has resulted or will result in a breach of, or constitute a default under, any loan agreement, indenture, trust deed, contract or any other agreement or instrument to which the Company is a party or by which it is bound, or (iii) requires any approval or consent of any governmental authority.

(b) The Service Provider represents and warrants that:

- (i) It has been duly formed and is validly existing under the laws of the jurisdiction in which it was formed and has all necessary power and authority to own and operate the assets and carry on its business;
- (ii) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (iii) It has taken all necessary action to authorize the execution, delivery and performance by it of this Agreement and to observe and perform the provisions of this Agreement in accordance with its terms;
- (iv) This Agreement constitutes a valid and legally binding obligation of the Service Provider enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are available only in the discretion of the

court. Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions hereof (i) has resulted or will result in a violation of any constating document of the Service Provider or any applicable law, (ii) has resulted or will result in a breach of, or constitute a default under, any loan agreement, indenture, trust deed, contract or any other agreement or instrument to which the Service Provider is a party or by which it is bound, or (iii) requires any approval or consent of any governmental authority; and

- (v) It is fully qualified to perform the Services, and possesses all licenses, training, certification, experience and education required to perform the Services pursuant to Bookings.
- (vi) It maintains all requisite insurance and insurance that is standard for the Service Provider's industry.

12. Indemnification

The Service Provider agrees to indemnify, defend and hold harmless the Company and its successors, permitted assigns and affiliates and their respective officers, directors, employees, agents and representatives from any and all liabilities, losses, actions, claims, suits, proceedings, investigations, penalties, charges, costs, or expenses (including legal costs and disbursements on a full indemnity basis) and damages (including any damage to the reputation or goodwill of the Company), arising out of or connection with, directly or indirectly, (a) any breach of any representation or warranty of the Service Provider contained in this Agreement where notice is given by the Company to the Service Provider contained in this Agreement, where notice is given within the term of this Agreement or during the period during which such representation or warranty survives (and such notices are in accordance with Section 18); (b) the Service Provider's work for any Clients or obligations as provided in this Agreement, including any claims related to personal injury, fraud, deceptive advertising, violation of any law or governmental regulation, or infringement of any patent, trade mark or trade name.

13. Limitation of Liability

The Service Provider assumes liability for any and all damages which may arise as a result of the Services provided pursuant to this Agreement. The Company, its agents, its employees, and its representatives, if any, will not be liable to the Client for any losses, claims, demands, or damages of any nature arising from the Services provided or any actions by the Service Provider related thereto. The Company, its agents, its employees, and its representatives, if any, will not be liable to the Service Provider for any losses, claims, demands, or damages of any nature arising from a Review published on the Website.

14. Severability

The Parties acknowledge and agree that if any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in whole or in part, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

15. Confidentiality

- (a) The parties agree that this Agreement, including the terms set out in Schedule “A”, in addition to any personal, financial, technical, sales, marketing, development, personnel, and other information, records, or data, however recorded or preserved, whether written or oral constitutes confidential information (“**Confidential Information**”) shall not be disclosed to any third party without the prior written consent of the other Party, except as required by applicable law and as such Party, acting reasonably, deems to be necessary to be disclosed on a confidential basis for the performance of its duties and obligations under this Agreement. Each Party hereto shall use the same degree of care, but no less than reasonable care, to protect the other Party’s Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement between the Parties, any Party receiving any Confidential Information of the other Party (the “**Receiving Party**”) may use Confidential Information only for the purposes of fulfilling its obligations under this Agreement (the “**Permitted Purpose**”). Any Receiving Party may disclose such Confidential Information only to its representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 15, and the Receiving Party shall be liable for any breach of these confidentiality provisions by such representatives.
- (b) For greater certainty, “**Confidential Information**” shall not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to it, or has become publicly known through no act of the Receiving Party or its representatives in breach of this Section 14; (ii) was rightfully received from a third-party without a duty of confidentiality; or (iii) was developed by it independently without any reliance on the Confidential Information; provided that personal information shall not be subject to any of the foregoing exclusions and shall at all times be Confidential Information.
- (c) Upon expiration or termination of this Agreement, the Receiving Party agrees promptly to return or destroy, at the Receiving Party’s option, all Confidential Information at the other Party’s request, and in the event of the latter, shall provide notice, in accordance with Section 18 (Notices), to the other Party when such destruction is complete.

16. Modification and Waiver

- (a) No provision of this Agreement may be modified or amended unless such modification or amendment is agreed to in writing by both the Service Provider and the Company.
- (b) The parties agree that failure by either Party to strictly enforce any provision of this Agreement shall not constitute a waiver or an estoppel, nor preclude either Party from subsequent strict enforcement of any or all provisions.

17. Dispute Resolution

If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this agreement, the Parties agree to resolve the dispute by arbitration using the Canadian Arbitration Association Expedited Arbitration Rules. The parties agree that the Canadian Arbitration Association Expedited Arbitration Rules provides parties with a fair opportunity to present their case and respond to the other Party’s case. The arbitration shall be held in Toronto, Ontario, Canada and shall

proceed in accordance with the provisions of the *Arbitration Act* (Ontario). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18. Notices

All notices and other communications among the Parties hereto shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or sent by email or such other form of recorded communication to the parties at the following addresses:

(a) If to the Company:

LUXSOS Inc.
Toronto, Canada

Attention: PROVIDERS
Email: info@luxsos.ca

(b) If to the Service Provider:

[Name of Service Provider]
[Address of Service Provider]

Attention: [●]
Email: [●]

19. Governing Law

This Agreement will be subject to and governed by the Laws of the Province of Ontario and the federal Laws of Canada applicable therein and the parties attorn to the jurisdiction of the courts of Ontario with respect to any dispute or other matter arising hereunder.

20. Further Assurances

Each Party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary to give effect to the provisions of this Agreement.

21. Time of the Essence

Time is of the essence in this Agreement.

22. Survival

All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. For greater clarity, this shall include, without limitation, Section 7 (Fees and Expenses), 10 (Non-Solicitation), 11 (Representations and Warranties), 12 (Indemnification), 13 (Limitation of Liability), 15 (Confidentiality).

23. Assignment

This Agreement or any part thereof cannot be assigned by the Service Provider without the Company's prior written consent, and any such purported assignment committed otherwise shall be void.

24. Counterparts

This Agreement may be executed in one or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as at the place and as of the date and year specified in the recitals of this Agreement.

By signing this Agreement, the Service Provider acknowledges that they have read and understand this Agreement, as well as the Company's Terms and Conditions and Privacy Policy. Furthermore, by signing this Agreement, the Service Provider accepts and agrees to be bound by this Agreement, as well as the Company's Terms and Conditions and Privacy Policy.

SERVICE PROVIDER

LUXSOS INC.

Name:

Name:

Title:

Title:

Date:

Date:

WITNESS

Name:

Date:

Schedule “A”

Description of Services, Service Provider Profile, Service Fee & Payment Schedule

1. Services to be Provided

The services to be provided by the Service Provider pursuant to this Agreement are as follows (collectively, the “**Services**”):

SERVICE 1: [Enter the description of the Service]

SERVICE 2:[Enter the description of the Service]

SERVICE 3:[Enter the description of the Service]

The Service Provider acknowledges that in a given Booking, the Service Provider may be required to perform one, all, or a combination of all of the Services listed above.

The description of Services set forth above may be changed, added to, reduced, or otherwise altered by mutual written agreement of the Company and Service Provider.

2. Service Provider Profile

For the Term of this Agreement, the Company shall publish on the Website a profile of the Service Provider (the “**Service Provider Profile**”), which shall include the following information:

- (a) A description of Services set forth above;
- (b) The Service Provider’s trade or business name; and
- (c) Any Reviews or elements of a Review that the Company, in its sole discretion, acting reasonably, deems appropriate to include, pursuant to the Terms and Conditions. The Company may from time to time, in its sole discretion and acting reasonably, add, remove, or otherwise alter the portion of the Service Provider Profile that contains Reviews.

Upon request of the Service Provider to the Company, the Company may also include a picture of the Service Provider and/or the Service Provider’s logo on the Service Provider Profile. Subject to the foregoing, the Service Provider Profile may be changed, added to, or otherwise altered by mutual written agreement of the Company and Service Provider. Upon termination of this Agreement, the Company shall remove the Service Provider Profile from the Website.

3. Service Fee

Service Provider’s Fee (“**SPF**”)

Service Provider’s Revenue (“**SPR**”)

Whereas 10% is a percentage of the SPF and whereas the transaction fee structure below may be changed, added to, reduced, or otherwise altered by mutual written agreement of the Company and Service Provider, the following transaction fee structure governs the relationship between the Parties:

SPF – 10% = SPR

FOR SERVICE 1: SPF =

FOR SERVICE 2: SPF =

FOR SERVICE 3: SPF =

4. Payment Schedule

The Service Fee payable to the Service Provider shall be payable by the Company on a bimonthly schedule.

SERVICE PROVIDER

LUXSOS INC.

Name:

Name:

Title:

Title:

Date:

Date:

WITNESS

Name:

Date: