

PipeWell

PLUMBING

NATIONWIDE PLUMBING PARTNER SERVICES AGREEMENT

Business Address: 12104 Huston St., Suite 119, Valley Village, CA 91607

This Nationwide Plumbing Partner Services Agreement (the "Agreement") is entered into as of the Effective Date set out below, by and between PipeWell Plumbing, with a business address at 12104 Huston St., Suite 119, Valley Village, CA 91607 ("PipeWell"), and the plumbing business identified below ("Contractor"). PipeWell and Contractor may each be a "Party" and together the "Parties."

Effective Date: _____

Contractor Legal Name: _____

DBA (if any): _____

Business Address: _____

Phone / Email: _____

License No. / State: _____

1. Purpose and Engagement

PipeWell markets plumbing services, communicates with prospective customers, and may offer Contractor customer appointment opportunities. Contractor may accept or decline each opportunity in its discretion. Once Contractor accepts an appointment, Contractor is responsible for communicating professionally, inspecting the project, providing any required customer contract or estimate, performing the work, collecting payment, and satisfying all legal and licensing requirements.

2. Plumbing Services

Contractor may perform residential or commercial plumbing services within the classifications authorized by Contractor's active licenses, including diagnosis, repairs, drain and sewer services, leak and pipe work, fixture installation, water-heater services, repiping, maintenance, and related services. Contractor shall not perform work outside the scope of its license, insurance, training, permits, or applicable law.

3. Customer Appointments; No Guarantee

PipeWell does not guarantee any minimum number, value, frequency, location, or conversion rate of appointments. An appointment is an opportunity to meet a prospective customer and is not a guaranteed sale. Contractor determines whether to accept an appointment and, subject to applicable law and any disclosed program standards, controls the means and methods of performing accepted work.

4. Fifty Percent Share After Documented Materials

For every job arising directly or indirectly from a PipeWell lead, appointment, referral, rebooking, follow-up, or customer introduction, Contractor shall pay PipeWell fifty percent (50%) of Net Job Revenue, but only to the extent this compensation method is permitted by the law applicable to the job. Net Job Revenue means Gross Collected Revenue minus Documented Material Cost, calculated as: (amount collected from the customer - Documented Material Cost)

50% = PipeWell's share.

Gross Collected Revenue means every amount actually received by Contractor or any affiliate, employee, subcontractor, owner, or payment processor from the customer for the job, including deposits, progress payments, change orders, labor, service charges, diagnostic charges, material charges, trip charges, financing proceeds, and tips included on the invoice, but excluding separately stated sales or use taxes remitted to a government authority and amounts actually refunded to the customer.

Documented Material Cost means Contractor's actual out-of-pocket cost for materials, parts, equipment, and fixtures physically installed in or consumed on that specific job, substantiated by a legible supplier receipt or supplier invoice submitted to PipeWell with the payment report required by Section 5. Documented Material Cost is limited to Contractor's actual invoiced cost and excludes any markup, restocking allowance, or handling charge. Material costs that are not documented in accordance with this Section are not deducted and remain part of Net Job Revenue.

Costs that are not deducted. Only Documented Material Cost is deducted before the split. Contractor's labor, employee and subcontractor wages, overhead, truck, vehicle, fuel, tools, insurance, permits, taxes, chargebacks, and all other expenses are not deducted and are borne from Contractor's share, unless PipeWell agrees otherwise in writing. PipeWell bears its marketing, advertising, call-handling, and booking costs from PipeWell's share.

If a state or locality prohibits or limits percentage-based referral, marketing, dispatch, or contracting compensation, the Parties shall use a written state addendum establishing a lawful fixed or otherwise permitted fee before the appointment is accepted; neither Party is required to proceed without that addendum.

PAYMENT DEADLINE: Contractor must pay PipeWell its full 50% share of Net Job Revenue within forty-eight (48) hours after Contractor receives any customer payment. Each deposit, progress payment, financing disbursement, and final payment triggers a separate 48-hour deadline. Documented Material Cost is deducted once against the job as a whole and is not re-deducted against each payment. Contractor may not delay PipeWell's share until the entire job is complete if the customer has already made a partial payment.

WORKED EXAMPLE: Customer pays \$2,800. Contractor's Documented Material Cost is \$800. Net Job Revenue is \$2,000. PipeWell's share is \$1,000. Contractor retains \$1,800, being Contractor's \$1,000 half plus full reimbursement of the \$800 in documented materials, from which Contractor bears its own labor, fuel, and overhead.

5. Payment Reporting and Method

Within twenty-four (24) hours after receiving a customer payment, Contractor shall provide PipeWell a copy of the invoice, receipt, payment confirmation, change order, and the supplier receipts or supplier invoices substantiating Contractor's Documented Material Cost for that job, together with any other reasonably requested payment records. Material costs not substantiated by the time the share becomes due are not deducted in calculating Net Job Revenue. Payments to PipeWell shall be made in U.S. dollars by ACH, card, electronic transfer, or another method designated by PipeWell. Contractor shall not accept off-book payments or direct a PipeWell customer to another person or entity to avoid the revenue share.

6. Late and Returned Payments

Any undisputed amount not paid when due may accrue a late charge at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, plus reasonable collection costs. A payment dispute does not excuse timely payment of undisputed amounts. Returned-payment fees may be charged to the extent permitted by law.

7. Records and Verification

Contractor shall maintain complete job, estimate, invoice, payment, refund, and customer records for at least four (4) years. On reasonable notice, PipeWell may inspect records reasonably related to PipeWell-referred customers solely to verify amounts due. If an audit identifies an underpayment of more than five percent (5%) for the reviewed period, Contractor shall promptly pay the deficiency and reasonable audit costs.

8. Customer Pricing and Contracts

Contractor is responsible for providing legally compliant estimates and customer contracts, obtaining required signatures, and clearly disclosing scope, pricing, exclusions, warranties, permits, cancellation rights, and payment terms. Contractor shall not misrepresent PipeWell, guarantee insurance coverage, or use unfair, deceptive, or high-pressure sales practices.

9. Licenses, Permits, Insurance, and Safety

Before accepting work and throughout the Agreement, Contractor shall maintain all required plumbing and contractor licenses, registrations, bonds, permits, and insurance. Contractor shall provide evidence upon request. At minimum, Contractor shall maintain commercial general liability insurance of not less than \$1,000,000 per occurrence and legally required workers' compensation coverage. Contractor is solely responsible for jobsite safety, code compliance, inspections, employee and subcontractor supervision, and permit closeout.

9A. Nationwide Territory; State and Local Law Controls

This Agreement is intended for appointments throughout the United States. Each job is governed by all mandatory federal, state, county, municipal, licensing-board, building-code, utility, and consumer-protection requirements applicable where the property is located. Those mandatory requirements control over any inconsistent term in this Agreement. Before PipeWell dispatches and Contractor accepts a job in a jurisdiction, Contractor shall verify that its exact legal entity and all personnel are authorized to advertise, bid, contract, pull permits, and perform the requested scope there. Availability through a website, platform, or lead network does not authorize unlicensed work.

9B. Licensed Contracting Party and Customer Agreement

Unless PipeWell separately holds every license required in the job jurisdiction and expressly agrees in writing to be the contracting party, Contractor - under Contractor's licensed legal name and license number - shall be the sole party that bids, contracts with, invoices, warrants, and collects from the customer. Contractor shall not state or imply that PipeWell is the licensed contractor of record. Every customer contract, estimate, invoice, advertisement, vehicle marking, and permit application shall contain the disclosures, license numbers, entity names, addresses, notices, and cancellation forms required by the job jurisdiction.

9C. Home-Improvement and Consumer Contract Compliance

Contractor shall determine whether each job is a home-improvement, home-solicitation, emergency-service, residential-service, or other regulated transaction. Contractor shall use a state-compliant written contract and provide all required copies, start and completion dates, scope, price or pricing method, deposit limits, progress-payment schedule, mechanic's-lien notices, warranty language, insurance disclosures, and state or local consumer notices. Contractor shall provide and honor any federal, state, or local right-to-cancel notice, including the FTC Cooling-Off Rule when applicable, and shall not begin work during a cancellation period unless a legally valid emergency or other exception applies and all required written acknowledgments are obtained.

9D. Referral, Marketing, Dispatch, and Fee-Splitting Laws

Before accepting a job, each Party shall confirm that PipeWell's role and compensation are lawful in the job jurisdiction. PipeWell shall not perform an act reserved to a licensed contractor, plumber, home-improvement salesperson, employment agency, or other regulated person unless properly authorized. Contractor shall not pay, and PipeWell shall

not collect, a fee that applicable law prohibits. If the 50% share of Net Job Revenue is prohibited, capped, or requires a registration or disclosure not then satisfied, the Parties must sign a compliant state addendum using a lawful compensation method before work begins. No severability provision shall be interpreted to collect an unlawful fee.

9E. Advertising, Calls, Texts, Email, and Lead Consent

Each Party shall comply with the Telephone Consumer Protection Act, FTC Telemarketing Sales Rule, CAN-SPAM Act, National Do Not Call requirements, applicable state mini-TCPA and do-not-call laws, calling-time restrictions, caller-identification rules, recording-consent laws, and consent and opt-out requirements. Neither Party may use artificial or prerecorded voice, autodialed or automated marketing texts, or other regulated technology without legally sufficient consent for that sender, number, message, and technology. Opt-out and do-not-call requests must be honored promptly and shared when necessary to suppress further outreach. Contractor may contact a lead only for the specific plumbing request and permitted follow-up for which the lead was provided.

9F. Privacy, Security, Background Checks, and Accessibility

Each Party shall comply with applicable federal and state privacy, breach-notification, biometric, data-broker, and consumer-request laws. Customer information shall be minimized, secured, retained only as necessary, and deleted or returned when no longer required. If either Party obtains a consumer report or background check for employment or engagement decisions, that Party shall independently comply with the Fair Credit Reporting Act and applicable state laws, including authorization, disclosure, pre-adverse-action, and adverse-action duties. Customer-facing digital services and communications shall comply with applicable accessibility requirements.

9G. Taxes, Financing, Liens, and Payment Processing

Contractor is responsible for sales, use, gross-receipts, payroll, income, and other taxes arising from Contractor's work and shall register wherever required. Contractor shall comply with all state deposit and progress-payment limits, trust-fund duties, mechanic's-lien and preliminary-notice rules, and payment-card requirements. Contractor shall not arrange or advertise consumer financing unless authorized and compliant with applicable lending, credit-advertising, and contractor-financing laws. Financing proceeds shall be treated as customer payments only when actually received and lawfully disbursed.

9H. State Compliance Condition Precedent

For each new state in which Contractor seeks appointments, Contractor shall complete PipeWell's then-current state compliance checklist and provide requested licenses, registrations, bonds, insurance certificates, worker-coverage information, customer contract form, cancellation notice, and fee-law confirmation. PipeWell may suspend a state or job category until compliance is verified. Verification is administrative only and does not transfer Contractor's legal obligations to PipeWell.

10. Workmanship and Warranty

Contractor shall perform all work professionally, safely, promptly, and in compliance with manufacturer instructions, accepted trade standards, permits, and applicable codes. Contractor shall provide customers at least a one-year workmanship warranty unless a longer period is required by law or promised in writing. Contractor shall respond promptly to complaints and warranty requests and shall correct covered workmanship defects without additional labor charge.

11. Customer Relationships and Non-Circumvention

During the Agreement and for twenty-four (24) months after the last PipeWell introduction to a customer, all work for that customer that originates from or relates to the PipeWell relationship remains subject to the revenue share in Section 4. Contractor shall not conceal follow-up work, rebook under another business name, or otherwise circumvent

PipeWell. This provision applies only to customers introduced by PipeWell and does not restrict Contractor from serving independently sourced customers.

12. Independent Business Relationship

The Parties intend a business-to-business independent contractor relationship, not employment, partnership, franchise, joint venture, or agency. Contractor remains free to advertise and serve other customers, sets its own business hours, supplies its own tools and workforce, and bears its own business expenses and taxes. Contractor has no authority to bind PipeWell. The label used in this Agreement does not override any worker-classification law, and each Party shall comply with applicable law.

13. Personnel and Subcontractors

Contractor is solely responsible for recruiting, screening, licensing, paying, supervising, insuring, and directing its employees and subcontractors. Contractor shall use only qualified and legally authorized personnel. Contractor remains fully liable for their acts, omissions, work quality, and compliance.

14. Customer Information and Confidentiality

Contractor shall use customer information only to perform accepted PipeWell jobs and related customer service. Contractor shall maintain reasonable safeguards, promptly report suspected loss or unauthorized access, and comply with applicable privacy, telemarketing, email, and text-message laws. PipeWell's pricing, processes, customer data, platform information, and nonpublic business information are confidential. These obligations survive termination.

15. Complaints, Refunds, and Chargebacks

Contractor shall promptly notify PipeWell of complaints, property damage, injuries, regulatory inquiries, threatened claims, refunds, and chargebacks. Refunds do not reduce PipeWell's earned share unless the refund is documented, actually paid to the customer, and not caused by Contractor's breach, defective work, misrepresentation, or unauthorized conduct. The Parties shall reconcile approved adjustments in the next payment cycle.

16. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless PipeWell and its owners, affiliates, officers, employees, and agents from claims, losses, liens, penalties, damages, judgments, costs, and reasonable attorneys' fees arising from Contractor's work, jobsite conduct, personnel, licensing or permit failures, customer contracts, taxes, data handling, bodily injury, property damage, or breach of this Agreement, except to the extent caused by PipeWell's gross negligence or willful misconduct.

17. Limitation of Liability

To the fullest extent permitted by law, PipeWell shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, lost profits, lost opportunities, or customer nonpayment. PipeWell's aggregate liability arising from this Agreement shall not exceed the amount actually paid to PipeWell by Contractor during the three months preceding the event giving rise to the claim, except where such limitation is prohibited by law.

18. Term and Termination

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate upon seven (7) days' written notice. PipeWell may suspend appointments or terminate immediately for nonpayment, license or insurance lapse, fraud, customer diversion, unsafe work, material breach, serious customer complaint, reputational harm, or legal or regulatory risk. Termination does not eliminate payment, reporting, warranty, confidentiality, audit, indemnity, or customer non-circumvention obligations that arose before termination or are stated to survive.

19. Dispute Resolution and Governing Law

The Parties shall first attempt in good faith to resolve disputes through written notice and a management conference. If unresolved, any dispute shall be resolved by confidential binding arbitration administered by the American Arbitration Association under its applicable commercial rules, before one arbitrator in Los Angeles County, California, unless mandatory law requires another forum or procedure. Either Party may seek temporary injunctive relief in court to protect confidential information, customer relationships, or payment rights. California law governs the Parties' business relationship, without regard to conflict-of-law rules; however, mandatory law of the state or locality where a job is performed governs licensing, customer contracts, consumer rights, worker status, liens, permits, safety, and any nonwaivable local issue. Each Party knowingly waives trial by jury only to the extent enforceable.

20. Notices

Notices must be in writing and delivered personally, by nationally recognized overnight courier, or by email with confirmation of transmission to the addresses listed in this Agreement or later designated in writing. Routine job and payment communications may be sent electronically.

21. Text and Electronic Communications

Contractor consents to receive operational calls, emails, and text messages regarding appointments, scheduling, compliance, payments, and account administration. Message frequency varies and carrier charges may apply. Where consent is legally optional, Contractor may opt out of nonessential texts by replying STOP, without affecting legally required notices.

22. General Terms

This Agreement and its exhibits are the entire agreement concerning the subject matter and replace prior discussions. Amendments must be in writing and signed by both Parties. Contractor may not assign this Agreement without PipeWell's written consent. If a provision is unenforceable, it shall be narrowed to the minimum extent necessary and the remainder shall continue. No waiver is continuing. Electronic signatures and counterparts are valid and together form one instrument.

Appendix A - Program and Payment Summary

Program Item - Agreed Term

Appointments - PipeWell may offer local customer appointment opportunities; no minimum volume is guaranteed.

Contractor Choice - Contractor may accept or decline each appointment.

PipeWell Share - 50% of the job after documented materials - (amount collected from customer - Documented Material Cost) 50% - on every PipeWell-sourced job. Materials must be substantiated by supplier receipt or invoice; undocumented materials are not deducted.

Payment Trigger - Each time Contractor receives any customer payment, including deposits and partial payments.

Payment Deadline - Within 48 hours after Contractor receives the customer payment.

Uncompleted / Unpaid Job - No revenue share is due unless and until Contractor actually receives customer payment.

Expenses - Documented materials are deducted before the split and reimbursed to Contractor in full. Labor, overhead, truck, fuel, permit, tax, and all other job costs are not deducted and are borne from Contractor's share unless otherwise agreed in writing.

Appendix B - Nationwide Compliance Rider

This Rider applies to every appointment. It does not represent that one form is sufficient in every state. Before the first job in any state, the Parties must confirm compliance items using current requirements of the state licensing board,

attorney general, labor agency, tax agency, and applicable local authorities. Covered jurisdictions: all 50 U.S. states and the District of Columbia. Verification covers licensing classifications, PipeWell's registration requirements, fee-sharing legality, contract forms and disclosures, cancellation rights, permits and codes, bonding and insurance, worker classification, lien and payment rules, tax registration, privacy and data security, telemarketing consent, and advertising law.

STATE ACTIVATION RULE: A state is not activated merely because Contractor signs this Agreement. PipeWell may offer appointments in a state only after the required compliance materials for that state are accepted. Contractor must immediately report any license suspension, lapse, disciplinary action, insurance cancellation, legal restriction, or change in ownership or qualifying individual.

Signatures are collected during onboarding. By signing, each signatory represents that they have authority to bind the identified Party, have read and understood this Agreement, and have had the opportunity to consult independent legal and tax advisors.

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SIGNATURE PAGE

ACKNOWLEDGMENT

By signing below, each signatory represents that the signatory has authority to bind the identified Party, has read and understood this Agreement, and has had the opportunity to consult independent legal and tax advisors.

PIPEWELL PLUMBING

Legal Entity: _____
By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

Legal Name: _____
By: _____
Name: _____
Title: _____
Date: _____