CONTRACTOR MASTER SERVICES AGREEMENT

PLEASE REVIEW THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. BY REGISTERING TO USE THE ABLEMKR PLATFORM OR ENGAGING ABLEMKR TO PROVIDE PERSONNEL, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

1. Introduction

This Agreement is entered into by and between ABLEMKR Ltd, a corporation incorporated under the laws of British Columbia, Canada ("ABLEMKR"), and the Contractor ("Contractor" or "you"). ABLEMKR provides access to employees ("Providers") through its platform www.ablemkr.com (the "Platform") for temporary workforce solutions and optional direct-hire conversion.

2. Provider Classification

All Providers engaged through the Platform are employees of ABLEMKR. ABLEMKR is solely responsible for payroll, benefits, insurance, statutory remittances (CPP, EI, income tax), and employment compliance. No employment, joint employment, or agency relationship exists between Providers and the Contractor.

3. Services

ABLEMKR assigns Providers to Contractor assignments on a temporary or trial basis. All Providers are onboarded, insured, and paid by ABLEMKR. Contractors may choose to convert Providers to direct employment by following the terms outlined in Section 9.

4. Contractor Responsibilities

Contractor agrees to:

- Provide detailed assignment information including scope, schedule, required skills, and location.
- **Furnish all necessary tools, equipment, materials, and PPE** required to perform the work.
- **Provide on-site supervision** of the Provider at all times during the assignment.
- Maintain a safe, compliant work environment consistent with OSHA and all applicable safety laws.

- Notify ABLEMKR promptly of any performance issues, workplace incidents, or assignment changes.
- Not circumvent ABLEMKR by directly engaging any Provider except as permitted under Section 9.

5. Insurance Coverage

ABLEMKR maintains the following insurance coverage for all Providers engaged through the Platform:

- **Commercial General Liability**
    - Each Occurrence: $1,000,000
    - General Aggregate: $2,000,000
- **Automobile Liability** (Hired & Non-Owned Autos)
    - Combined Single Limit (Each Accident): $1,000,000
- **Umbrella/Excess Liability**
    - Each Occurrence: $2,000,000
- **Workers' Compensation and Employers' Liability**
    - Workers' Compensation coverage via the applicable provincial Workers' Compensation Board (e.g., WSIB, WCB, WorkSafeBC)

Contractor is responsible for maintaining any additional insurance required for its operations and job sites. ABLEMKR will provide certificates of insurance upon request.

6. Payments and Fees

ABLEMKR invoices Contractors weekly based on approved Provider hours.

- The **ABLEMKR Fee** will be 35% of Contractor Rate.
- This fee covers:
    - Workers' Compensation insurance
    - Commercial General Liability coverage
    - Employer payroll remittances

- Onboarding, compliance, and administrative support

Invoices are due Net 15 (within fifteen (15) days of the invoice date), unless otherwise agreed in writing. GST/HST (and applicable provincial sales tax) will be added to the invoice total as required.

7. Contractor Data and Usage Rights

Contractor grants ABLEMKR a royalty-free, worldwide, non-exclusive license, with right to sublicense, to use, reproduce, modify, and display any data submitted through the Platform ("Contractor Data") for purposes of delivering services and improving Platform functionality. De-identified Contractor Data may be used for analytics and marketing purposes.

8. Provider Oversight

Although Providers report directly to the Contractor for daily instructions, ABLEMKR retains full employment control. Contractors may not discipline, terminate, or reassign a Provider without ABLEMKR's involvement. All HR matters must be directed to ABLEMKR.

9. Buyout and Conversion Option

Contractors may convert any ABLEMKR Provider (field or office) to direct employment by paying a **flat $10,000 Buyout Fee** per Provider. ABLEMKR offers two paths to conversion:

Conversion via Evaluation Period (Preferred Path)

Contractors may first engage Providers through ABLEMKR under a temporary assignment structure. During this evaluation period, the Provider remains a W-2 employee of ABLEMKR. Contractors may convert a Provider to direct hire at any time by paying a flat **$10,000 Buyout Fee**.

- This fee is **reduced by $1,000 for every 100 hours** worked by the Provider through ABLEMKR prior to conversion.
- **After 1,000 hours**, the Buyout Fee is **fully waived** — no payment is required for direct hire.

This preferred path allows Contractors to assess performance, reliability, and cultural fit before making a long-term employment commitment.

Immediate Direct Hire (Without Evaluation Period)

Contractors may choose to bypass the evaluation period and directly hire a Provider. In this case:

- The full **$10,000 Buyout Fee** applies
- **No reduction**, **no refund**, **no credit**, and **no guarantee** are available
- ABLEMKR makes **no representations or warranties** regarding the outcome or duration of the employment relationship

Note: Most successful long-term hires convert through the evaluation model, which lowers risk and ensures alignment between the Provider and Contractor's team and culture.

10. Non-Circumvention and Non-Solicitation

For the duration of Contractor's use of the Platform and for a period of one (1) year thereafter, Contractor shall not directly or indirectly:

- Solicit for employment, engage, or hire any Provider to perform services similar to those offered by such Provider through the ABLEMKR Platform, except as permitted under a valid Work Order or in accordance with the Buyout provisions in Section 9; or

- Take any action intended to interfere with ABLEMKR's contractual relationship with any of its Providers, including but not limited to encouraging or facilitating any Provider to terminate their relationship with ABLEMKR.

Violation of this provision will trigger the full Buyout Fee as described in Section 9, regardless of hours worked, and may result in additional legal or equitable remedies.

11. Termination

Either party may terminate this Agreement at any time with written notice. Contractor remains liable for any outstanding fees or obligations. Provisions related to payment, data, insurance, liability, and conversion survive termination.

12. Dispute Resolution

All disputes arising from or related to this Agreement shall be resolved by binding arbitration administered in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. Venue shall be in the Province of British Columbia, Canada. Each party waives any right to commence or participate in a class proceeding, to the extent permitted by applicable law.

13. Limitation of Liability

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ABLEMKR's total liability to Contractor under this Agreement shall not exceed the greater of: (i) the fees paid by Contractor in the six (6) months prior to the claim, or (ii) CAD $2,500. Neither party shall be liable for any indirect, special, incidental, or consequential damages, including loss of profits, business interruption, or data, even if advised of the possibility of such damages.

14. Permits, Licenses, and Taxes

Contractor represents and warrants that it maintains, and will continue to maintain, all necessary business licences, permits, and registrations required to perform construction services in the provinces and territories in which it operates.

Contractor is solely responsible for its own federal and provincial tax obligations, including but not limited to income taxes, GST/HST, and any applicable provincial sales taxes (such as PST or QST). Contractor is also responsible for any required reporting or remittances related to such taxes.

ABLEMKR is not responsible for Contractor's tax filings, remittances, or obligations.

15. Provider Information and Verification

Provider profile data available through the ABLEMKR Platform is submitted by the Providers themselves and is not independently verified by ABLEMKR.

Contractors are responsible for evaluating a Provider's qualifications, skill level, and suitability prior to engagement. ABLEMKR recruiters will vet candidates based on Contractor-provided requirements but makes no representations or warranties regarding the accuracy, completeness, or authenticity of Provider profiles.

All collection, storage, and use of Provider data shall comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and any applicable provincial privacy legislation.

16. Disclaimer of Warranties

Except as expressly set forth in this Agreement, the ABLEMKR Platform and Services are provided "as is" without warranty of any kind.

ABLEMKR expressly disclaims all implied warranties to the fullest extent permitted by law, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. Contractor acknowledges that provincial Sale of Goods Acts may imply certain warranties into contracts, and Contractor hereby waives the benefit of any such implied warranties to the extent permitted by law.

17. Indemnification

Contractor agrees to indemnify and hold harmless ABLEMKR, its directors, officers, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable legal fees on a solicitor-and-client basis) arising out of or related to:

- Contractor's use of the Platform
- Contractor's negligence, wilful misconduct, or breach of this Agreement
- Any claim related to Contractor's own employees, subcontractors, or business practices
- Any dispute or issue arising from Contractor's direct relationship with a Provider outside of ABLEMKR's processes

18. Entire Agreement

This Agreement represents the complete understanding between the parties and supersedes all prior oral or written agreements. No amendment shall be valid unless in writing and signed by an authorised ABLEMKR representative.

ABLEMKR may update these Terms upon thirty (30) days' written notice to the Contractor. The most current version of these Terms will supersede all previous versions. If there is a conflict between these Terms and any additional or revised provisions, the additional or revised provisions will control for that conflict.

Effective Date: July 24, 2025
Company Contact: info@ablemkr.com | www.ablemkr.com

SIGNED

Exhibit A: Overview & Commitments

This Exhibit provides a summary of ABLEMKR's services, policies, and mutual expectations to ensure a professional, transparent, and productive relationship between ABLEMKR and Contractor.

What ABLEMKR Provides

- **Full-Cycle Recruiting**
  Access to qualified employees across a wide range of trades and positions including Project Managers, Site Superintendents, DAS & Low Voltage Techs, Electricians, Framers, Drywallers, General Labourers, and more.
- **On-Demand Labour**
  Contractors can scale their workforce up or down without increasing payroll exposure, Workers' Compensation liability, or long-term obligations.
- **Real-Time Project Access**
  Assignments are managed via the ABLEMKR mobile app or desktop portal, including scheduling, time tracking, and communication.
- **Employee Structure & Insurance**
  All Providers are employees of ABLEMKR. We maintain:
  - Workers' Compensation coverage via the applicable provincial Workers' Compensation Board (e.g., WSIB, WCB, WorkSafeBC)
  - Commercial General Liability (CGL) Insurance
  - Umbrella/Excess Liability Insurance
  - Professional Liability Insurance

Our Commitments to You

- **Simple Onboarding**

  Contractors are guided through account setup, contract execution, and app access.
- **Defined Project Expectations**

  We gather job details up front (description, skills, schedule, location, duration) to ensure accurate and efficient placements.
- **Timekeeping & Invoicing**
  - Providers submit time by Sunday at midnight
  - Contractors review and approve by Tuesday at noon
  - Approved hours are processed and paid out on Friday
  - Invoices are issued weekly, with Net 15 payment terms and applicable GST/HST
- **Dedicated Account Support**

  Each Contractor is assigned an account manager. In select cases, a recruiter may visit the job site on the first day to assist with Provider handoff.
- **Worker Rate Transparency**
  - Option 1: Provide your maximum hourly budget — we subtract our 35% fee and present the Provider with a fair wage.
  - Option 2: Provide the desired Provider wage — we add the 35% fee to calculate total cost.
- ABLEMKR's app and team ensure you and the Provider both have full visibility into rates and margins.

Buyout Policy

- After 1,000 hours, Contractors may directly hire a Provider with no additional fee.
- Prior to 1,000 hours, a flat CAD $10,000 Buyout Fee applies, reduced by CAD $1,000 for every 100 hours worked.

Additional Policies

- **No App Fees to Contractors**

  Contractors are not charged to access the ABLEMKR platform or review candidates. Fees begin only once a Provider begins working onsite.
- **No Call / No Show Policy**

  A Provider who fails to show without notice is subject to permanent removal from the platform, except in rare documented circumstances.
- **Recruiting Integrity**

  Contractors must notify ABLEMKR within 24 hours if a candidate presented through the platform has previously applied to them directly. Otherwise, the candidate is considered sourced by ABLEMKR, and all applicable terms apply.

This Exhibit is incorporated into and made part of the ABLEMKR Master Services Agreement.