

## **Exhibit A to Angi Service Professional Terms: Agreement to Participate in the Angi Real Estate Program**

You ("Service Professional" or "you") agree to participate in the Angi Real Estate Program (the "Program"). Through the Program, you will receive free leads from the subsidiaries of Angi, Inc., including Handy Technologies, Inc., Angie's List, Inc., HomeAdvisor, Inc., and Angi Contracting LLC (collectively, "Angi") to provide proposals and potentially perform work on projects for homeowners if the homeowner so requests and Angi approves, as well as receive payment directly from Angi (the "Project Fee") for projects performed (each, a "Project"). The terms herein shall constitute a written agreement between you and Angi and are referred to herein as "the Agreement".

1. PROGRAM PROJECTS. For all Projects for which you receive a lead from Angi as part of this Program, you agree that:

- a. Before beginning work, you will provide Angi with a written proposal or statement of work for the full Project (the "SOW");
- b. Upon approval and execution by Angi, and where applicable, the homeowner's real estate company, each SOW shall become part of this Agreement;
- c. You will not circumvent the Program to try and win a project directly from a homeowner after receiving a lead as part of this Program and/or providing your initial estimate and/or proposal to a homeowner and/or Angi, or engage with any real estate companies directly on listings brought to you by Angi in an effort to circumvent the Program
- d. You will not request payment from the homeowner at any point, including for an estimate or proposal;
- e. You will not begin work, or contact the homeowner to begin work, until after Angi approves the SOW;
- f. You will not modify the any Project Fee once approved by Angi, even if you later discover issues that would otherwise justify a price increase, except to the extent such a Project Fee is governed by a written change order approved by Angi;
- g. You will perform all work in a good and workmanlike manner and in conformance with the standards upheld in your industry;
- h. You will pull any necessary permits required for a Project, or, to the extent you believe no permit is required, represent and warrant that you have done the diligence to ensure that no permit is required, and will take full liability to the extent a permit is required despite your belief otherwise. In no circumstances will you require a homeowner to pull permits without Angi's prior approval.
- i. To the extent permitted by applicable law, you will not place any liens on a property; and
- j. You are not required to pursue any lead or accept any Project.

2. PROGRAM PAYMENT AND FEES. Unless otherwise mutually agreed upon in writing (email sufficient) to prior to the start of a job, you will be paid 30% of the job total upon starting the job, and the remaining 70% upon satisfactory completion of the job, and Angi may receive a portion of the job total, which will be communicated to you prior to you accepting the job. If you owe Angi money (e.g., for damage caused to a homeowner, or for a cancelled job for which you were already paid), you authorize Angi to use Stripe to reverse payments to you. This reverse payment process would be initiated if either you confirm and agree to the reversal, or if you fail to respond to Angi's attempts to resolve the outstanding invoice.

3. INDEPENDENT CONTRACTOR. You understand and agree that you are an independent contractor and not an Angi employee or agent. You will be free from Angi's supervision, control and direction in the performance of all Projects and participation in the Program. Angi shall not control or have any right to control the manner or means by which you perform any services.

4. PROJECT DISPUTES. If there is a dispute with the homeowner during the Project, Angi may, in its sole discretion, terminate the applicable SOW and remove you from the Project. If this occurs, you shall be entitled only to payment for a pro-rated amount of the SOW for work completed ("Pro-Rated Payment"). If the Pro-Rated Payment is less than the portion of the Project Fee paid by Angi to

you at Project Initiation, you must remit the difference back to Angi within 14 days. Additionally, you agree that if you owe Angi money from a prior project (e.g., you received a down payment but the Project was cancelled), Angi may offset the monies you owe against any of your earnings on other Projects. Additionally, Angi may withhold amounts otherwise due under this Agreement or any other contractual arrangement between the parties to cover any costs or liability Angi has incurred or may incur for which you may be responsible hereunder or thereunder.

5. INDEMNIFICATION. You shall defend, indemnify and hold harmless Angi and its affiliates, parents, subsidiaries, and partners and their respective officers, directors, employees, agents, successors, and assigns, the homeowner, and any other entity that requests or is in any way involved in making available, arranging and/or facilitating services through Angi from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including legal fees) arising out of or resulting from: (a) bodily injury, death of any person, theft or damage to real or tangible, personal property resulting from your acts or omissions, which shall include any acts or omissions of any assistants, helpers, subcontractors or other personnel engaged by you; and (b) your breach of any representation, warranty, or obligation under this Agreement. The Services that you provide pursuant to this Agreement are fully your responsibility. Angi is not responsible or liable for the actions or inactions of a customer or other third party in relation to the Services provided by you.

6. INSURANCE. It is your sole responsibility to obtain and maintain in full force and effect, without interruption during your participation in the Program, the following minimum levels of insurance:

- a. Workers' Compensation insurance covering the legal liability of Angi and your own subcontractors under the applicable workers' compensation or occupational disease laws. You shall also obtain a minimum of \$500,000 of Employers' Liability insurance.
- b. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not, and including liability assumed under this Agreement) of you and any of your subcontractors who may be engaged in services under this Agreement, for claims of personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by you or your subcontractors, in an amount not less than \$2,000,000 for any one occurrence and \$2,000,000 in the general aggregate (subject to a per project general aggregate provision), as well as at least a \$2,000,000 Products/Completed Operations aggregate limit. This Commercial General Liability insurance shall be obtained and shall include coverage for ongoing and products/completed operations. Angi as well as its directors, officers and employees shall be named as additional insureds on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.
- c. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not, and including liability assumed under this Agreement) of you and any of your subcontractors who may be engaged in services under this Agreement, caused by vehicles licensed for public road use used by you or your subcontractors in an amount not less than \$300,000 combined single limit. This Automobile Liability insurance shall provide coverage for owned, hired, or non-owned automobile or other automotive equipment.
- d. The "additional insured" insurance coverage provided by you to Angi shall be primary and non-contributory.
- e. All certificates of insurance must be provided by you to Angi prior to you beginning work on any Project.
- f. You shall, in your agreements with your own subcontractors, require such subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by this Section.
- g. You hereby waive and relinquish any right of subrogation against Angi and its agents, representatives, employees, and affiliates that you might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act;
- h. You shall require your insurer(s) to notify Angi thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies;
- i. To the extent that you utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by you.

j. Your insurance must be free of language that would imply an Action Over Claim Exclusion or a NY Labor Law Exclusion

7. LICENSES. You agree to maintain licenses to the extent required by applicable law, and that you are solely responsible for ensuring that any assistants, helpers, subcontractors, or other personnel that you engage are also licensed in compliance with applicable law.

8. TERM; TERMINATION. This Agreement shall be effective as of the date you begin participating in the Program and shall remain in effect unless and until terminated as set forth herein. Angi and Service Professional may terminate this Agreement immediately for breach. Additionally, you may terminate the Agreement for any reason upon fifteen (15) days' written notice, and Angi may, in its sole discretion terminate this Agreement at any time without notice.

9. ENTIRE AGREEMENT. This Agreement, the Angi Service Professional Terms located at <https://pro.homeadvisor.com/terms/terms-conditions>, together with any SOWs, or written agreements you may have signed, constitutes the entire agreement between you and Angi with respect to your participation in the Program and work performed as part of the Program and supersedes any and all prior agreements that may exist between the parties with respect to the subject matter hereof, including any separate set of terms or project quote provided by you. If there is any conflict between the Angi Service Professional Terms and this Exhibit A, this Exhibit A shall govern. This Agreement may be amended only by a written instrument signed by each party.