

Subcontractor Master Agreement

The legal relationship between NEPA-PRO LLC and the independent contractor tradesperson named below. This is the master document — every subcontractor must execute this before any job dispatch.

Purpose of this document: Establishes the independent contractor relationship, defines how jobs are offered and accepted, sets payment terms, allocates insurance responsibility, and protects confidential customer information. This document does not address tax reporting, banking, credentials, safety conduct, or background screening — those are addressed in separate documents in the onboarding packet (NPSA-002 through NPSA-006).

1. Parties

This Subcontractor Master Agreement (the "**Agreement**") is entered into between **NEPA-PRO LLC**, a Pennsylvania limited liability company with its principal place of business at 14012 Orchard Drive, Clarks Summit, PA 18411 (the "**Company**"), and the individual or business entity identified in the signature block at the end of this Agreement (the "**Subcontractor**"), each a "**Party**" and collectively the "**Parties**."

2. Recitals

The Company operates an on-demand skilled trade labor platform under the trade name **NEPA-PRO Tradesmen**, accessible at tradesmen.nepa-pro.com, that matches verified independent tradespeople with general contractors, builders, property owners, and other end customers (each, a "**Customer**") in Northeast Pennsylvania who require skilled labor on a per-engagement basis. The Subcontractor represents that they are a skilled tradesperson operating an independent business and wish to receive job offers through the Company's platform. The Parties enter into this Agreement to define the terms under which job offers will be made and performed.

3. Independent Contractor Status

(a) The Parties expressly intend the Subcontractor to be an **independent contractor** for all purposes — federal, state, local, and otherwise. Nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, or agency between the Parties.

(b) Without limiting subsection (a), the Subcontractor specifically acknowledges and agrees that the Subcontractor: (i) is not entitled to any employee benefits from the Company, including but not limited to health insurance, paid time off, retirement contributions, unemployment insurance, or workers compensation coverage from the Company; (ii) is solely responsible for their own federal, state, and local income taxes, self-employment tax, and any other applicable taxes on amounts paid by the Company; (iii) controls the means, methods, and details of the work performed, subject only to the scope of work agreed for each individual engagement; (iv) may decline any job offer for any reason without penalty; (v) may perform work for other customers or platforms during the term of this Agreement; and (vi) provides their own tools, work vehicle, hand tools, and standard PPE except where specifically agreed otherwise in writing for a particular engagement.

(c) The Company will issue an IRS Form 1099-NEC (or successor form) for any calendar year in which payments to the Subcontractor exceed the applicable IRS reporting threshold.

4. How Engagements Work

(a) Job Offers. When a Customer books labor through the Company's platform that matches the Subcontractor's trade, skill tier, and availability, the Company may offer the engagement to the Subcontractor by phone, text, email, or platform notification.

(b) Acceptance. No engagement is created until the Subcontractor affirmatively accepts the specific offer. Each accepted engagement creates a separate, per-job obligation incorporating the terms of this Agreement.

(c) No Guarantee of Work. Nothing in this Agreement guarantees the Subcontractor any minimum number of engagements, hours, or compensation. The Company makes no representation that any particular volume of Customer demand will be available.

(d) Scope of Work. Each accepted engagement is performed within the scope described in the Customer's booking, the Customer's pre-dispatch communications, and any reasonable on-site direction from the Customer that is consistent with the booked tier and trade. Work that materially exceeds the booked scope must be documented and re-booked.

5. Compensation and Payment

(a) Hourly Rates. The Subcontractor will be paid the per-hour rate published on the Company's rate schedule for the Subcontractor's tier and trade, less the Company's platform fee. Rates may be updated by the Company on 30 days' written notice; updated rates apply only to engagements accepted after the effective date.

(b) Payment Schedule. The Company will pay the Subcontractor for completed engagements via ACH direct deposit on a **weekly cycle**. Payments are issued no later than the second business day after the close of the prior week's engagements, conditional on the Subcontractor's submission of completion confirmation and any required job documentation.

(c) Overtime. Hours worked in excess of eight (8) in a calendar day or forty (40) in a calendar week, on a single Customer engagement, are billed to the Customer at 1.5x and paid to the Subcontractor at 1.5x of the Subcontractor's base hourly rate. Sundays and recognized holidays are billed and paid at 2.0x.

(d) Materials and Reimbursable Expenses. Materials, equipment beyond the Subcontractor's standard hand tools, and travel beyond a fifty-mile radius from Scranton, PA require pre-approval and a separate written addendum to be reimbursable.

6. Subcontractor's Insurance Requirements

The Subcontractor shall maintain, at the Subcontractor's sole expense, the following insurance in force throughout the term of this Agreement:

(a) Commercial General Liability (CGL): not less than **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**, written on an occurrence form, naming NEPA-PRO LLC as an additional insured on a primary and non-contributory basis with respect to the Subcontractor's operations under this Agreement.

(b) Workers Compensation: as required by Pennsylvania law for the Subcontractor's business structure. If the Subcontractor is a sole proprietor with no employees and elects to be exempt under applicable law, the Subcontractor shall complete a separate written exemption acknowledgment, and shall procure and maintain occupational accident coverage of not less than \$250,000 per occurrence.

(c) Commercial Auto Liability: not less than \$300,000 combined single limit, covering any vehicle the Subcontractor uses for travel to or from a job site or for transport of tools, equipment, or materials.

(d) Certificate of Insurance. The Subcontractor shall provide the Company with a current Certificate of Insurance ("**COI**") evidencing each policy above, before any job dispatch and on each policy renewal. The COI shall list NEPA-PRO LLC as a certificate holder, and the CGL endorsement page shall be attached. Lapse, cancellation, or material reduction of any required coverage immediately suspends the Subcontractor's eligibility for new engagements until cured.

7. Indemnification

(a) By Subcontractor. The Subcontractor shall defend, indemnify, and hold harmless the Company, its members, officers, employees, contractors, and Customers from and against any and all claims, damages, losses, fines, penalties, judgments, settlements, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) the Subcontractor's acts, omissions, or negligence in performing engagements; (ii) the Subcontractor's breach of this Agreement; (iii) bodily injury or death of the Subcontractor or the Subcontractor's employees; (iv) damage to property caused by the Subcontractor; or (v) the Subcontractor's misclassification claim, tax-withholding claim, or any other claim premised on an alleged employer-employee relationship.

(b) By Company. The Company shall defend, indemnify, and hold harmless the Subcontractor from and against claims arising solely from the Company's gross negligence or willful misconduct in operating the platform, dispatching engagements, or processing Customer payments.

(c) The indemnification obligations in this Section survive termination of this Agreement.

8. Confidentiality and Non-Solicitation

(a) Confidential Information. The Subcontractor shall not disclose, copy, or use, except as necessary to perform engagements, any non-public information learned through the Company or any Customer, including Customer identities, project details, addresses, pricing, business processes, or contact information ("**Confidential Information**").

(b) Non-Solicitation. For the term of this Agreement and for **twelve (12) months** after its termination, the Subcontractor shall not directly solicit, contract with, or perform paid trade work for any Customer the Subcontractor was introduced to through the Company's platform, except through the Company. This restriction is limited to direct circumvention; it does not prevent the Subcontractor from working for any Customer the Subcontractor independently knew prior to introduction or who independently engages the Subcontractor without referencing the Company.

(c) Reasonableness. The Subcontractor acknowledges that the restrictions in this Section are reasonable in scope, duration, and geography given the nature of the platform business. If any restriction is held unenforceable, it shall be enforced to the maximum extent permitted by law.

9. Quality, Conduct, and Site Behavior

The Subcontractor agrees that all engagement performance is subject to the standards in the **Field Operations & Safety Acknowledgment (NPSA-006)**, which is incorporated by reference. Repeated Customer complaints, no-shows, safety violations, or substandard workmanship are grounds for immediate suspension or termination of this Agreement.

10. Term and Termination

(a) Term. This Agreement is effective on the date of countersignature by NEPA-PRO LLC and continues until terminated.

(b) Termination for Convenience. Either Party may terminate this Agreement for any reason on **seven (7) days** written notice. Pending engagements already accepted are honored unless either Party gives notice of termination based on cause.

(c) Termination for Cause. The Company may terminate this Agreement and any pending engagements **immediately** upon: (i) the Subcontractor's breach of any insurance requirement; (ii) any safety violation, theft, or material misconduct on a Customer site; (iii) the lapse, suspension, or revocation of any required trade license; (iv) any positive controlled-substance test result while on a Customer site; or (v) the Subcontractor's breach of confidentiality or non-solicitation obligations.

(d) Survival. Sections 3 (Independent Contractor Status), 7 (Indemnification), 8 (Confidentiality and Non-Solicitation), 11 (Dispute Resolution), and any provision that by its nature should survive, survive termination.

11. Dispute Resolution and Governing Law

(a) Governing Law. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-laws principles.

(b) Venue. Any action that must be brought in court shall be brought exclusively in the state or federal courts located in Lackawanna County, Pennsylvania, and each Party consents to personal jurisdiction there.

(c) Mediation Required First. Before either Party may file suit, the Parties shall attempt in good faith to resolve any dispute through non-binding mediation administered by a mutually agreed mediator in Scranton, Pennsylvania, with each Party bearing its own costs and an equal share of the mediator's fee.

(d) Jury Trial Waiver. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL ON ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. General Provisions

(a) Entire Agreement. This Agreement, together with the documents NPSA-002 through NPSA-006 in the onboarding packet, constitutes the entire agreement between the Parties on its subject matter and supersedes all prior discussions and writings.

(b) Amendment. This Agreement may only be amended by a writing signed by both Parties. Rate-schedule updates under Section 5(a) are not amendments to this Agreement.

(c) Assignment. The Subcontractor may not assign this Agreement without the Company's prior written consent. The Company may assign this Agreement to any successor entity.

(d) Severability. If any provision is held unenforceable, the remainder of the Agreement remains in full force and effect.

(e) Notices. Notices to the Company shall be sent to service@nepa-pro.com and to 14012 Orchard Drive, Clarks Summit, PA 18411. Notices to the Subcontractor shall be sent to the address and email on file.

Return instructions. Once signed and dated, return this document by email to service@nepa-pro.com with the subject line including your full legal name and the document code shown in the header. Mailed copies may be sent to: NEPA-PRO LLC, 14012 Orchard Drive, Clarks Summit, PA 18411. Documents must be received and countersigned by NEPA-PRO LLC before any subcontractor onboarding is finalized.

By signing below, each Party acknowledges that they have read this Agreement, understand it, and agree to be bound by it.

SUBCONTRACTOR (INDEPENDENT TRADESPERSON)

Signature _____

Printed Name _____

Business Entity (if any) _____

Title _____

Date _____

NEPA-PRO LLC (COMPANY)

Signature _____

Printed Name _____

Title _____

Date _____