

MEMBER AGREEMENT

Updated: March 19, 2020

This member agreement (the "Agreement") constitutes a legally binding contract between you ("member") and API Technologies Inc ("the company" or "we", "us" or "our") along with its associated trade name Installation Pros.

By entering into this agreement, and/or by using or accessing our platform (whichever comes first), you expressly acknowledge that you understand this agreement (including the dispute resolution provisions herein). IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE ANY OF THE TECHNOLOGY ASSOCIATED WITH OUR PLATFORM.

You acknowledge and agree that the company is a provider of marketing, technology and fulfillment management services and does not itself provide on-site services. Company connects customers of online retailer's to members of its network via its mobile app, its website, a ProPortal and related tools (collectively "the network platform"). By using the network platform, you will be able to receive and complete assembly service order requests that emanate from our retail partner's website(s).

1. Relationship of the Parties. Member is an independent contractor and has not been engaged by the Company to perform services on its behalf. Member has entered into this agreement for the sole purpose of having access to the network, in exchange for which it pays the company a network access fee as described in Sched A. This Agreement shall not render member an employee, partner, agent of, or joint venture with the Company for any purpose. Member is and will remain an independent contractor in his relationship to the Company. Member shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, employee benefits of any kind, mileage reimbursement or travel time. The Company is required to report member's earnings to the tax authorities only if those earnings exceed \$600 in any one calendar year -- in which case member shall receive a 1099 – Misc Income form. Member is required to report any Misc Income to the IRS and any state tax collecting authorities for tax reporting and self-employment tax purposes. Company will not be responsible for withholding taxes of any type on the member's behalf.
2. On-site Service Requirements, Compensation and Fees. Member's on-site service requirements, fees, compensation and provisions for payment thereof shall be as set forth in Schedule A, which may be amended in writing from time to time, or supplemented with subsequent revisions and which collectively are hereby incorporated by reference.
3. Confidentiality. Member acknowledges that during the term of the agreement he/she may have access to and become acquainted with various trade secrets, processes, information, and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's

business processes, methods, and procedures. Member agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this agreement with the Company. Member further agrees that he will not disclose his retention as an independent contractor to any person without the prior consent of the Company and shall at all times preserve the confidential nature of his relationship to the Company and of the services hereunder.

4. Conflicts of Interest; Non-Compete. Member represents that he/she is free to enter into this Agreement, and that this agreement does not violate the terms of any agreement between the member and any third party. During the term of this agreement, the member shall devote sufficient time as is necessary to perform the required duties in a timely and productive manner. Unless otherwise agreed between the Parties, the member shall not independently pursue the relevant job(s), nor participate as a subcontractor of a direct competitor for same job(s). Also member agrees not to participate in the selling services on Amazon provider program as a direct competitor of the company while the agreement is in force.
5. Non-solicitation. Member is prohibited under this agreement from soliciting company's customers for any follow-on assembly work not directly routed and contracted thru Company means. Any direct for-hire assembly work provided by member to company customers is a violation of company code of conduct and can result in immediate termination of said agreement and discontinuation of working relationship between member and company.
6. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the member under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the member of any of the provisions of this Agreement will cause the Company irreparable injury and damage. Member expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the member. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
7. Termination. The Company may terminate this Agreement at any time with notice. In addition, if the member is convicted of any crime or offense, fails or refuses to comply with the policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the agreement terminates immediately without prior written notice to the member.
8. Liability Insurance. It is at the member's discretion if they want to carry their own liability insurance relative to any service that they perform for the Company.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

16. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
19. Term: This Agreement shall continue in full force and effect through 6/30/2021. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement
20. Disclaimers Company does not provide assembly or installation services. Member has the option to decline and/or opt-out of any service offered through the network via the platform. The customer can decide whether or not to accept services from any member of the network. Company cannot ensure that a customer will complete an arranged service. It has no control over the quality or safety of the object assembly/installation that occurs as a result of the Services.