

SERVICE AGREEMENT

BETWEEN: **CLEANING STAR GROUP INC.**, a legal person governed by the *Canada Business Corporations Act*, having its registered office at 228 Saint-Amour Street, Québec, Quebec, G2N 2K3, acting and represented by Jean-François Labonté, President, duly authorized for the purposes hereof as he declares.

hereinafter referred to as the "**Cleaning Star Group**"

AND: Write the name to whom the payments will be made, a legal entity governed by the *Business Corporations Act*, with its registered office at Enter the complete address that will appear on your invoice, acting and represented by Inscribe the name of the manager, President, duly authorized for the purposes hereof as he declares.

hereinafter referred to as the "**Supplier**"

RECITALS:

WHEREAS the Supplier operates a business that specializes in the provision of housekeeping services ;

WHEREAS Cleaning Star Group is the provider of a web-based networking platform which allows individuals and businesses that offer housekeeping services to promote and display their availability so as to connect them with potential customers (hereinafter referred to as the "**Platform** ") ;

WHEREAS the Supplier wishes to become a member of the Platform in order to promote its services and therefore obtain offers for the performance of its services with individuals using the Platform (hereinafter referred to as the "**Client** ");

WHEREAS it is in the interest of the parties hereto to set forth in writing the terms, conditions and conditions to govern their business relationship.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PREAMBLE

The Preamble forms an integral part of this Agreement.

2. OBJECT

Cleaning Star Group hereby retains the services of the Supplier, through its Platform, to carry out specific work in the field of housekeeping for the Client and the Supplier agrees to provide the services in accordance with industry standards and/or according to the specific requests of the Client, all under the terms and conditions set forth below.

3. OBLIGATIONS OF THE SUPPLIER

3.1. The Supplier hereby represents and warrants that it has no criminal record and that it is not bankrupt and has not been bankrupt within the last 7 years as such term is defined in the *Bankruptcy and Insolvency Act*. It hereby agrees to inform Cleaning Star Group of any changes regarding this representation within 30 days, failing which Cleaning Star Group may terminate, at its sole discretion, unilaterally and without notice, this Agreement.

3.2. The Supplier shall solely be responsible for carrying out the work entrusted to it in connection with the use of the Platform.

3.3. As part of the execution of the work, it shall act in the best interest of the Client and Cleaning Star Group, with prudence and diligence.

3.4. The Supplier shall always maintain an irreproachable attitude, by remaining polite, courteous, professional, and thorough.

3.5. He shall also perform the services in accordance with the best practices applicable in the field of housekeeping.

3.6. The Supplier shall have sole control and direction of the work to be carried out. It shall determine and be responsible for the choice of methods used as well as all operations and actions required or omitted in the performance of its obligations.

3.7. The Supplier shall provide, as far as circumstances allow all the work tools necessary for the performance of its services.

3.8. The Supplier shall subscribe to and maintain an insurance covering its civil liability during the term of the Agreement and shall provide evidence of the subscription to and validity of such insurance upon request from Cleaning Star Group.

3.9. The Supplier shall be fully liable for any loss or damage suffered by the Client, Cleaning Star Group or any third party by its fault, omission, negligence, carelessness or as a result of the late performance, total or partial non-performance of any of its obligations towards the Client or Cleaning Star Group.

3.10. The Supplier shall provide its availabilities through the Platform and shall respect the schedule set for the performance of its services as established between the parties, i.e., with the Client and Cleaning Star Group, and shall inform Cleaning Star Group and the Client promptly of any delay that may affect the

performance date of the services as agreed between the parties.

3.11. The Supplier undertakes, to the best of its knowledge and skills, to assist and support the suppliers who are part of its team, and in the event that it is unable to do so, to attempt to refer or find the resources necessary for the training of the latter.

4. OBLIGATIONS OF CLEANING STAR GROUP

4.1. Cleaning Star Group shall provide access to the Platform to the Supplier so that the Supplier can present and promote its services.

4.2. Cleaning Star Group shall establish the hourly rate at which the Supplier agrees to render the services and display it on the Platform.

4.3. Cleaning Star Group shall be responsible to collect the fees related to the services performed by the Supplier in accordance with the terms and conditions accepted by the Client through the Platform.

4.4. Cleaning Star Group is hereby responsible and shall pay to the Supplier the amounts due to it pursuant to section 5 hereof once the services have been rendered.

4.5. Cleaning Star Group shall have the right to withhold any amounts due to the Supplier from the performance of the services if the services are deemed non-compliant following a complaint by a Client and which services may require the Supplier, at its own expense, to make the necessary corrections in order to remedy to the said defect.

5. FEES

5.1. At the time of signing, the Supplier shall pay a one-time membership fee of \$350 to Cleaning Star Group to formalize its association with it.

5.2. The Supplier shall also pay a monthly fee of \$25 which shall grant it access to the Platform and thus allow it to benefit from the full range of the Platform's features, including but not limited to, the display of its availabilities.

5.3. The Supplier shall receive, from Cleaning Star Group, an hourly rate of \$21 as consideration for the cleaning services performed through the Platform. The Supplier hereby agrees that Cleaning Star Group shall pay the hereabove described hourly rate from the fees it will have collected from the Client through the Platform.

5.4. Any additional work or fees required, shall be submitted to Cleaning Star Group through the Platform for billing purposes. At no time shall the Supplier have the right to directly collect the fees related to the provision of services from a Client.

5.5. Cleaning Star Group shall invoice the fees and disbursements provided for herein and transmit such invoice to the Client once the services have been

performed by the Supplier.

6. REFERENCING

6.1. Cleaning Star Group hereby agrees to pay the Supplier a referral bonus equivalent to \$1 per hour from the income generated by the work of its team members and that for each cleaning service performed by the said members.

This bonus shall, however, be limited to the first four levels of the team below each team leader. No bonus shall be due from the fifth vertical team level. There is no limit on the number of additional suppliers that a team leader can integrate between the first four tiers, i.e., on the horizontal levels.

6.2. Cleaning Star Group hereby agrees to share and distribute a portion of the one-time membership fee from section 5.1, an amount of \$50, to each supplier located directly above a new Supplier in the network hierarchy. However, this allocation is limited to the first four levels of the team above the new supplier and up to a maximum of \$200.

6.3. Cleaning Star Group shall provide promotional products to the Supplier at the time of enrollment. Promotional products allocation shall be determined in accordance with the needs and as established by Cleaning Star Group at the time of the new Supplier's enrolment.

7. PAYMENT TERMS

7.1. Cleaning Star Group shall pay, on a bi-weekly basis, to the Supplier the fees it has received on its behalf for the services rendered by the Supplier and in accordance with the terms of section 5.2

7.2. The referral bonus equivalent to \$1 per hour described in section 6.1 shall be paid monthly by Cleaning Star Group.

8. NON-SOLICITATION OF BUSINESS

8.1. The Supplier hereby agrees that it shall not, for the duration of this Agreement and for a period of one (1) year following the termination of this Agreement, solicit, do business, or attempt to do business, in any place whatsoever, directly, or indirectly and in any way whatsoever, with a Cleaning Star Group Client.

8.2. The Supplier hereby agrees that it shall pay a penalty of \$5,000 for any breach of this non-solicitation obligation and that this penalty shall not prejudice or restrict any other rights and remedies available to Cleaning Star Group such as but not limited to, the right to seek injunctive relief, damages or any other remedy relating to such breach or threatened breach and that at the Supplier's expense.

9. NON-COMPETITION

9.1. The Supplier hereby agrees that, while it is a member of the Platform and for a period of two (2) years thereafter, directly or indirectly in the Province of Quebec, individually or as a Company, or jointly with any other Person, firm, association, syndicate, society or corporation, as principal, agent, an agent, partner or holder of shares (except for up to 5% of the voting securities of any company whose shares are traded on a recognized stock exchange) or in any other manner, shall not engage in, participate in, be involved in, be connected with, be interested in or advise any business or activities similar to those carried on by Cleaning Star Group or its Subsidiaries, nor shall it make loans to it or guarantee its debts or obligations. For the sake of clarity, the scope of this non-competition undertaking is limited to the commercial activities of Cleaning Star Group, i.e. the operation of a networking platform in the field of housekeeping services.

9.2. The Supplier agrees that if it fails to comply with its obligation as set out in this Section 9.1 and fails to remedy the default within three (3) days of the receipt of a written notice from Cleaning Star Group of the default, the Supplier shall pay to Cleaning Star Group a daily penalty of \$1,500 for each day or part thereof during which the default, the violation or contravention continues, without prejudice to any other remedy that Cleaning Star Group may have, including but not limited to injunctive relief, and without prejudice to the application of the other provisions of this Agreement.

10. CONFIDENTIALITY

10.1. The Supplier acknowledges that all information and documents made available to it or acquired in any way whatsoever, or produced, in relation to the performance of this Agreement, are and shall be the exclusive property of Cleaning Star Group and are confidential; and the Supplier shall treat them as such.

10.2. The Supplier shall deliver to Cleaning Star Group, upon the expiry of this Agreement, all documents made available to it for the performance of this Agreement and shall never disclose, without the prior written consent of Cleaning Star Group, in whole or in part any of the said documents or the information contained therein.

11. TERMINATION

11.1. Cleaning Star Group shall have the right to unilaterally terminate this Agreement for any reasons and at any time during the term of this Agreement, including if the Supplier fails to comply with any of its terms, conditions, or obligations hereunder.

11.2. In the event of termination by Cleaning Star Group, Cleaning Star Group shall be responsible for the payment of all services provided hereunder by the Supplier up to the date of termination.

11.3. The Supplier shall have the right to unilaterally terminate the Agreement, but it may not do so in an untimely manner; or else, it shall be responsible for the compensation of any damages caused to Cleaning Star Group by such termination. For greater certainty, the Agreement shall remain in effect until the Supplier has completed the services for which it has committed itself to a Client.

11.4. Subject to the foregoing, the Supplier shall be required, upon deciding to terminate the Agreement, to give at least ten (10) days' written notice to Cleaning Star Group and to act immediately to prevent any loss to Cleaning Star Group.

12. FORCE MAJEURE

12.1. Neither party shall be liable in any way whatsoever for failure to perform its obligations under this Agreement in the event of force majeure, or if any event beyond its control that delays, interrupts, or prevents the performance of its obligations.

12.2. Force majeure is defined as any cause that does not depend on the will of the parties hereto, that they could not reasonably have foreseen and against which they could not have protected themselves. Force majeure includes, but is not limited to, any act of God, strike, partial or complete stoppage of work, lockout, fire, riot, pandemic, intervention by civil or military authorities, acquiescence to the regulations or orders of any governmental authorities and act of war, whether declared or not.

13. GENERAL PROVISIONS

13.1. Nothing in this Agreement shall release or be construed to relieve the Supplier of its responsibilities or obligations as an independent contractor or in a manner contrary to the intention of the parties set forth herein.

13.2. If any provision hereof contravenes any law, it shall be construed, as appropriate, so as to bring it into conformity with the law or, failing that, in such manner as is most likely to satisfy the intention of the parties without derogating from the requirements of that law.

13.3. Any determination by a court that any provision hereof is void or unenforceable shall not affect the remaining provisions hereof or their validity or enforceability.

13.4. Any notice required under this Agreement shall be in writing and shall be deemed to have been validly given if delivered by hand or if delivered by registered mail to the addresses set forth in the preliminary section identifying the parties hereto.

13.5. The parties acknowledge that this Agreement and any Schedules thereto constitute a complete, faithful and complete reproduction of the Agreement

between them and supersede any prior understanding, Agreement or undertaking of the same oral or written effect.

13.6. Any amendment to this Agreement or any waiver of any right arising therefrom shall be of no force or effect unless it is made explicit and evidenced in writing and signed by the parties hereto.

13.7. The failure of a party to insist upon the full performance of the covenants contained herein or to exercise any of its rights hereunder shall not be construed as a waiver for the future of such right or full performance thereof. Unless otherwise provided, any waiver by either party of any of its rights shall be effective only when set forth in writing and such waiver shall be applicable only to the rights and circumstances expressly contemplated by such waiver.

13.8. This Agreement shall be binding upon the parties, their representatives, successors and assigns and shall be construed in accordance with the laws and regulations in force in the Province of Quebec.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN QUEBEC, ON THIS
Write down the month of contract signing DAY OF **Write down the day and**
year of contract signing.

CLEANING STAR GROUP INC.

By:

SUPPLIER

By:

Signature of the member/supplier