

CTC ONE STOP

Vendor Lead Provider Terms and Conditions

Contracting company: CTC ProCare Services, LLC. CTC One Stop and CTCOneStop.com are the Company's website/platform.

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1. Parties, platform and effective date

These Vendor Lead Provider Terms and Conditions (the "Agreement") are between CTC ProCare Services, LLC ("Company" or "CTC") and the business entity or sole proprietor identified in the acceptance record ("Vendor"). CTC One Stop and the website CTCOneStop.com are the Company's website/platform and program; they are not separate contracting parties under this Agreement.

The applicant must affirmatively accept this Agreement before submitting a Vendor application. Application-stage obligations, including truthful submissions, confidentiality, permitted data use and limited authority, apply upon acceptance and submission. Provisions governing operational Vendor services and compensation apply only after separate Company approval, acceptance of the applicable compensation schedule and authorized activation. Accepting these terms or submitting an application does not approve the applicant, create employment, authorize lead work or activate portal access.

2. Limited scope of services

After separate operational authorization, the Vendor may identify prospective customers and submit accurate, permission-based lead information to the Company only for categories, territories and sourcing channels the Company has authorized. The Company alone reviews leads and decides whether and where to assign them to receiving partners.

The Vendor cannot select or assign receiving partners, accept a case for a partner, bind the Company or any partner, sign agreements on their behalf, change their terms, collect customer funds, authorize refunds, incur Company expenses, settle claims or make warranties on their behalf without specific lawful written authority.

Vendor registration is not a purchase of leads from CTC and does not promise customer referrals, service jobs or access to CTC's customer database. A Vendor that also seeks to receive assigned leads must enter a separately approved receiving-partner arrangement; Vendor approval does not confer that role.

This Agreement creates no franchise, partnership, joint venture or authority to act as a licensed professional. It does not guarantee work, exclusivity, territory, minimum leads, income or renewal of the relationship.

3. Independent business; personnel, taxes and expenses

The parties intend a genuine independent contractor relationship, not employment. Subject to applicable law and the Company's lawful requirements concerning results, customer protection, privacy and authorized activity, the Vendor controls their own work methods, schedule and place of work, supplies their own equipment and bears their ordinary business expenses. The Vendor may provide services to others, subject to confidentiality and conflict obligations under this Agreement. No minimum hours or exclusive service obligation is created.

Neither the Vendor nor its personnel may describe themselves as CTC employees. The Vendor is responsible for its own personnel; this Agreement does not make CTC their employer, subject to applicable law. The Vendor is responsible for their own business registrations, required licenses, insurance, income and self-employment taxes, and personnel obligations. No salary, benefits, overtime, expense reimbursement or guaranteed base pay is promised unless separately agreed in writing or required by law.

The Company will issue applicable tax reporting forms, including Form 1099-NEC when legally required, and make any withholding required by law. Required tax information must be supplied through a secure Company-approved process, not entered in public forms or lead comments.

Actual legal classification depends on the relationship and applicable law; this Agreement does not waive any nonwaivable employee or worker rights or override a determination by a competent authority.

4. Honesty, customer protection and prohibited conduct

Misrepresentation, scams, deception and fraud are prohibited. The Vendor must identify their actual role accurately, treat people respectfully and provide truthful information.

The Vendor must not:

- Impersonate the Company, a licensed attorney, adjuster, contractor, medical provider, insurer, government agency or other person.
- Claim that a customer is guaranteed acceptance, compensation, an insurance payment, coverage, repairs, a settlement or another result.
- Invent or exaggerate damage, injuries, incidents, consent, signatures, customer interest, contact attempts or documents.
- Submit fabricated, stolen, purchased-without-authority, recycled or deliberately duplicated information to obtain compensation.
- Coach a customer to lie, fabricate evidence, conceal relevant information or submit an unsupported claim.
- Pressure, threaten, harass, discriminate against or exploit a prospective customer.
- Request passwords, bank credentials, customer payments or unnecessary sensitive documents through the Vendor intake process.
- Charge the customer a CTC fee, collect money for CTC, accept a deposit or offer an unauthorized rebate, gift, kickback or inducement.
- Make statements that CTC endorses unlawful conduct or that a lead submission establishes professional representation.
- Use unapproved advertisements, misleading business names, deceptive caller identification or unauthorized Company branding.

5. Lawful sourcing and licensed-service boundaries

The Vendor must comply with applicable solicitation, telemarketing, texting, email, do-not-contact, privacy, consumer-protection and licensing requirements. A sourcing option in the platform is not permission to use that channel. Respect opt-outs and contact restrictions immediately and report them to CTC.

No recording, automated outreach, bulk messaging or use of third-party lists is permitted unless specifically authorized by the Company and lawful. The Vendor may not provide legal advice, evaluate

legal liability, interpret coverage for a customer, prepare or negotiate insurance claims, adjust losses or perform any activity requiring a professional license without the required license and specific approved scope.

No lead category, payment milestone or referral arrangement may be activated until the Company has confirmed the applicable legal requirements. The signed-client milestone in Section 8 must not be used for a category where payment contingent on retaining a lawyer or other professional, a referral fee or fee sharing is prohibited; a lawful category-specific written schedule must establish the permitted earning event before that work starts. If no lawful schedule applies, do not solicit or submit compensated leads in that category. This Agreement creates no right to an unlawful fee, prohibited fee sharing, kickback or payment based on a client's recovery. Merely labeling a payment a marketing fee, lead fee or override does not remove legal restrictions.

6. Submission standards and preserved records

Each submission must contain the required information available to the Vendor, an accurate description, the source and permissions required for contact and any proposed sharing. Unknown information must be identified as unknown. The Vendor warrants that they have authority to submit the information and have not concealed an attribution conflict or other material fact.

The Company assigns permanent lead references. Submitted originals must not be deleted or overwritten. Vendors may add authorized timestamped follow-ups and request corrections; approved corrections preserve history. No one may tamper with another user's account, lead, attribution, financial record or audit trail.

A submission receipt, lead number, review status or partner assignment is not, by itself, evidence that a commission has been earned. Duplicate or attribution disputes are investigated using available evidence and documented, consistently applied rules; compensation is not automatically owed twice for the same qualifying event.

7. Compensation plans and Company's rate-setting rights

The Company determines which lawful lead programs it offers and may offer different rates, bonuses, milestones or terms to different representatives or producers. No Vendor is entitled to another producer's rate or to the highest rate offered.

The applicable rate, category, qualifying event and any approved split must be set out in a written compensation schedule or versioned platform agreement accepted before the affected lead work. If no compensation schedule applies, the Vendor must not undertake work expecting a payment that has not been agreed.

The Company may change or discontinue future programs and rates through advance written or platform notice. Material compensation changes require acceptance before the affected future work. A Vendor may decline future work or end the relationship. Changes do not retrospectively reduce compensation earned under an existing schedule or alter the agreed treatment of previously submitted leads without a lawful express agreement.

There is no payment for recruitment alone, a public application, account registration, raw submission or an unapproved lead. No base pay, expense reimbursement or bonus exists unless separately documented.

8. Approved and signed leads; fourteen-day payment rule

An "Approved and Signed Lead" means a lead that:

(a) was lawfully sourced and submitted under an active, accepted compensation schedule;

(b) satisfies the objective lead-quality, permission, attribution, territory and other eligibility requirements disclosed in that schedule;

(c) has the required genuine customer signature and acceptance by the relevant service provider on the applicable service agreement, as verified by CTC, where this is a legally permitted milestone; and

(d) has been approved for compensation by authorized CTC staff with documented supporting evidence.

A signature on the Vendor application, this Agreement, an intake acknowledgment or a consent checkbox does not satisfy the customer service-agreement milestone. A "Qualified" intake status or partner receipt is not automatically compensation approval.

For a lawful Approved and Signed Lead, the Company will pay the agreed compensation within fourteen (14) calendar days after the later of the verified customer signing/required acceptance date and the Company's documented compensation-approval date. This is a calendar-day period, not fourteen business days. The Company will not unreasonably delay verification or approval to postpone payment. Any mandatory shorter payment deadline controls.

The Company may withhold a specifically disputed amount for a documented good-faith issue involving fraud, missing evidence, duplication, eligibility or legal restrictions, subject to applicable law. It will give the Vendor the reason and information reasonably needed to resolve the issue, review it promptly and pay undisputed amounts on time. It will not indefinitely hold all earnings because one lead is disputed.

CTC's prior collection from a partner is not an additional condition under this Agreement. Any different collection contingency must be separately negotiated, clearly disclosed and legally permissible before the affected work.

Ordinary later cancellation or a partner's failure to pay does not automatically erase an earned commission. Fraud, duplicate payment, material error or an expressly disclosed lawful cancellation contingency may support an audited adjustment. Give the Vendor the reason and an opportunity to respond; use offsets only where authorized by law and the applicable agreement. Never erase financial history.

9. Vendor personnel, business payee and allocations

The Vendor is the lead-supplying business, not a receiving partner. Its authorized signatory warrants that they may bind the identified business; a sole proprietor contracts in their own legal identity, with any trade name separately recorded. The Vendor must keep its legal name, contact, ownership/control and authorized-user details accurate and promptly report material changes. CTC may reasonably verify business existence, authority, licenses and insurance relevant to approved activities through a secure process.

Vendor personnel may use the platform only if CTC has separately authorized their individual accounts and organization access. No shared passwords, automatic access for a whole business, or account transfer is permitted. The Vendor must ensure its personnel and approved subcontractors follow these terms, protect customer data and possess any legally required authority. The Vendor remains responsible for their work performed on its behalf, supervision, compensation, taxes and employment obligations, subject to applicable law. Removing a staff member must promptly remove their platform access; the original submission and audit trail remain preserved.

Unless a separate written arrangement approved by CTC identifies different lawful payees, CTC pays only the approved Vendor business under its accepted compensation schedule. Internal wages, commissions or subcontractor payments are the Vendor's responsibility and do not increase CTC's obligation. CTC does not guarantee private promises by the Vendor to its staff or other businesses.

Vendor participation does not enroll anyone in the Rep multi-tier referral program or create a recruitment bonus, override, upstream share or right to appoint sub-vendors. Any separate referral or

direct-pay split requires express CTC approval, the affected parties' agreement, legal eligibility and a versioned written schedule before the affected work. An allocation may divide only an available agreed pool; it cannot create duplicate full commissions, alter another participant's share or confer access to another organization's leads. Recruitment alone earns nothing.

10. Confidentiality and information security

Customer information, nonpublic agreements, pricing, credentials, partner information, internal methods and platform records must be used only for authorized Company work. The Vendor must not sell, publish, export, share or reuse them for personal marketing or another business, except as authorized or required by law.

Use individual credentials and approved systems; do not share passwords, bypass access controls or place sensitive information in personal AI tools, public forms, unsecured messaging or unapproved cloud accounts. Report suspected loss, unauthorized disclosure, account compromise or customer impersonation immediately upon discovery and cooperate in containment.

Upon termination or request, return or securely remove Company information from personal systems, subject to documented legal retention obligations. Do not delete the Company's platform originals. Confidentiality does not restrict legally protected reporting, cooperation with regulators or disclosures required by law.

11. Branding, materials and customer communications

CTC grants only a limited, revocable right to use approved Company materials for authorized services during the relationship. The Vendor must not register confusingly similar domains or accounts, modify the logo, claim ownership of CTC branding or suggest broader authority than granted.

Company materials and authorized deliverables created specifically for the Company belong to the Company to the extent permitted by law; preexisting Vendor materials remain theirs, with any necessary use rights separately agreed. Customer personal data remains subject to privacy rights and lawful-use restrictions and is not treated as unrestricted property.

12. Suspension and termination at any time

The Company may suspend access or terminate the relationship at any time, with or without cause, by written or electronic notice, subject to mandatory law and any controlling signed agreement. Immediate suspension is permitted for suspected fraud, safety concerns, security incidents, unlawful activity or material breach. The Vendor may also end the relationship by written notice.

Upon termination, stop representing the Company, stop new submissions, cease use of its branding and return/protect its information. Termination does not automatically cancel payment rights for previously submitted leads. Their eligibility and later qualifying events remain governed by the schedule applicable when submitted, including any previously disclosed lawful conditions. No new lead work or indefinite future recruitment income is authorized after termination.

Earned, undisputed compensation remains payable on the agreed timetable. Confidentiality, record integrity, lawful adjustment obligations, accrued payment rights and dispute provisions survive as applicable.

13. Responsibility for misconduct and third-party claims

The Vendor is responsible for their own acts, omissions and unauthorized commitments. To the extent permitted by law, the Vendor will indemnify the Company against third-party claims, resulting losses and reasonable legal expenses to the extent caused by the Vendor's fraud, intentional misconduct,

unlawful sourcing, material confidentiality breach or material breach of this Agreement.

This does not require indemnification for the Company's own negligence, fraud, intentional misconduct or nonwaivable obligations. The Company will give reasonable notice of an indemnified claim and reasonable participation in its defense. No settlement may impose an admission or nonmonetary obligation on the other party without its consent.

14. Platform availability and limitation of liability

The Company does not guarantee continuous platform availability, a particular volume of leads, customer acceptance or business results. Vendors must promptly report submission/payment problems and must not assume an unsaved entry was received.

To the extent permitted by law, neither party is liable under this Agreement for speculative lost profits or indirect or consequential damages. The Company's aggregate contractual liability is limited to the greater of \$1,000 or compensation paid or payable to the Vendor during the twelve months preceding the event giving rise to the claim.

These limitations do not limit earned payment obligations, fraud, intentional misconduct or liability that applicable law prohibits limiting. No clause releases a party from obligations that cannot lawfully be waived.

15. Disputes, applicable law and notices

Send account, compensation and Agreement questions to info@ctconestop.com, identifying the relevant lead/payment reference without unnecessary sensitive data. The parties will first make a good-faith effort to resolve a dispute directly. Internal complaint procedures do not shorten statutory deadlines, waive rights or prevent legally protected regulator reports or lawful court relief.

Florida law governs, excluding its conflict rules, except where mandatory applicable law requires otherwise. A court action must be filed in a court with proper jurisdiction and venue under applicable law. No arbitration requirement, class-action waiver or jury-trial waiver is created by this Agreement.

CTC may provide notices to the Vendor's registered email or through a durable platform notice with a recorded copy. The Vendor must maintain accurate contact information. Material amendments apply prospectively after notice and affirmative acceptance where required; no silent retrospective changes.

16. Entire agreement; priority; acceptance

This Agreement, the accepted compensation schedule and any signed addendum constitute the agreement for the authorized Vendor services. If terms conflict, mandatory law controls first, then a specifically applicable signed addendum, then the accepted lead-specific compensation schedule for compensation matters, then these general terms. Public marketing copy or an unauthorized person's promise does not amend an accepted agreement.

An unenforceable provision is severed or limited only as legally permitted; remaining provisions continue. A failure to enforce a provision once is not a permanent waiver. The Vendor may not assign this Agreement, transfer an account or delegate platform access without Company approval. Approval of an organization does not automatically approve its personnel or subcontractors.

Electronic acceptance must provide an opportunity to read, download and retain the full Agreement and compensation schedule, identify the accepting Vendor and record the accepted versions and time. Before submission, an applicant must receive the full Agreement and affirmatively check an initially unchecked acceptance box. The Company must preserve that acceptance with the application, including if it is denied or withdrawn, under the applicable retention policy. At the application stage, no compensation schedule is presumed accepted. Any later schedule and operational Company approval

must be recorded separately. No prechecked acceptance or automatic live activation is permitted.

Authorized Vendor signatory acknowledgment:

"I am authorized to submit this application and bind the Vendor identified in it. I have read and agree, on behalf of that Vendor, to the CTC ProCare Services, LLC Vendor Lead Provider Terms and Conditions for CTC One Stop. I understand that applying does not guarantee approval, create employment, activate portal access or authorize lead work. Operational participation requires separate CTC approval, activation and acceptance of an approved compensation schedule. The Vendor and its personnel may not misrepresent CTC, scam customers or assign receiving partners."

Acceptance record: Vendor legal/business name; entity type and trade name, if any; authorized signatory name, title and authority confirmation; Agreement version; compensation schedule/version, if separately accepted later; acceptance date/time; Company approver/date; and proportionate electronic acceptance evidence. Do not put tax IDs or bank details in the acceptance checkbox or ordinary audit logs.