

Independent Provider Agreement

Managed booking, payment, support, and verified-provider network

REVIEW DRAFT | VERSION 1.0 | AUGUST 22, 2026

OWNER COMPLETION REQUIRED: This draft is not authorized for signature until Schedule 1 identifies the PNW Network Operator legal entity, notice details, payout timing, governing law, and venue. The operating model should also receive licensed counsel review for worker-classification, franchise, pricing/competition, waste-hauling, consumer-protection, and state-specific requirements.

Core Deal

- **Relationship.** Provider is the independent service seller. PNW acts as the disclosed booking, support, communication, and limited payment-collection agent for each accepted Network Job.
- **Economics.** The standard split is 80% Provider Payout and 20% PNW Network Fee, calculated under Section 12 unless a Provider sees and accepts different job-specific terms before accepting a job.
- **Independence.** Provider chooses its territory, availability, services, crews, vehicles, and whether to accept or decline each offer. There is no acceptance quota or guaranteed income.
- **Customer approval.** No loading, demolition, or service may begin until the customer approves the exact onsite scope and total price through the PNW workflow.
- **Badge.** The PNW verification badge is a limited, revocable verification display. Provider must operate under its own business name and may not present itself as PNW, a franchise, or a PNW employee.

Prepared for owner and counsel review before provider onboarding.

INDEPENDENT PROVIDER AGREEMENT

This Independent Provider Agreement (the "Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between the legal entity identified as the PNW Network Operator in Schedule 1 ("PNW") and the provider identified in Schedule 1 ("Provider"). PNW and Provider are each a "Party" and together the "Parties." Schedule 1 is mandatory; if a required Network Operator, payout, governing-law, venue, or notice field is blank, this Agreement is a review draft only and is not authorized for signature.

PNW operates a managed technology-enabled network that supports customer intake, provider verification, matching, booking records, communications, payment collection, customer support, quality review, and provider payouts. Provider operates a separate local service business using its own personnel, equipment, insurance, licenses, scheduling, service methods, and disposal relationships. The Parties therefore agree as follows.

1. Definitions

"Accepted Job" or "Network Job" means a customer service request that Provider affirmatively accepts through PNW and that PNW confirms or assigns to Provider. A request, lead, alert, or offer is not an Accepted Job until the platform records acceptance and assignment.

"Customer" means the person or organization purchasing services for a Network Job. "Network Customer" has the broader meaning stated in Section 18.

"Job Offer" means the job-specific electronic offer shown to Provider, including available scope information, location or service area, requested timing, proposed price or payout basis, applicable fee split, and any special requirements.

"Provider Personnel" means Provider's owners, employees, helpers, agents, and approved subcontractors who access Network Customer information or participate in a Network Job.

"Provider Account" means Provider's network profile, credential record, approved markets, services, service area, vehicles, personnel, payout details, and current standing.

"PNW Policies" means the then-current written safety, customer-protection, evidence, privacy, support, and platform-use rules made available to Provider, as limited by Section 27.

2. Network Model; Customer Contract; Limited Agency

Provider is the seller and performer of the junk-removal, hauling, labor, cleanout, or other approved services for each Accepted Job. Each Accepted Job creates a direct service relationship between Provider and Customer under the customer-facing terms presented for that job. Unless a separate written document expressly states otherwise, PNW does not itself perform the onsite service.

Provider appoints PNW as Provider's limited, nonexclusive agent solely to facilitate customer intake, present Provider-approved or Provider-accepted pricing, maintain booking and scope-approval records, transmit job communications, collect Customer payments, issue transaction receipts, administer customer support, and process refunds or adjustments under this Agreement and the applicable customer terms. Payment by Customer to PNW satisfies Customer's corresponding payment obligation to Provider to the extent collected.

PNW will use a duly authorized payment processor or another counsel-approved payment structure for Customer collections and Provider payouts. This Agreement does not authorize either Party to engage in unlicensed money transmission, hold stored value, or take custody of funds in a manner prohibited by applicable law.

PNW may decide which eligible providers receive a Job Offer, manage assignment and reassignment, require customer payment authorization before confirmation, and maintain the official job record. These network functions do not authorize PNW to control Provider's day-to-day business or the manner and means by which Provider safely performs the onsite work.

PNW will make Provider's business identity and verified provider/vehicle information available to Customer no later than assignment or confirmation. Provider must accurately identify itself and may not conceal its separate-business status.

3. Independent Business Relationship

Provider is an independent business and not PNW's employee, worker, agent for general purposes, partner, joint venturer, or representative. Provider has no authority to bind PNW except for the narrow customer-facing actions expressly authorized in this Agreement.

- Provider selects its own approved service area, services, capacity, availability, routes, work sequence, disposal facilities, equipment, and lawful service methods.
- Provider may accept, decline, or allow any Job Offer to expire without an acceptance-rate penalty. After accepting, Provider must honor the commitment or promptly cooperate in reassignment.
- Provider may work for competitors and other customers, advertise independently, and set prices for all work not booked through PNW. No exclusivity, minimum hours, minimum volume, or guaranteed revenue applies.
- Provider supplies and pays for its own labor, vehicles, tools, fuel, maintenance, disposal, insurance, taxes, permits, phones, and other operating expenses, and bears the opportunity for profit or loss.
- Provider alone recruits, hires, trains, schedules, directs, pays, disciplines, and terminates Provider Personnel, subject to lawful network eligibility and customer-safety requirements.

Provider will maintain the registrations, business practices, equipment investment, public business presence, tax accounts, records, and other characteristics required to qualify as an independently established business under each applicable law. Provider must notify PNW promptly if facts change in a way that may affect that status.

No employee benefits, wage withholding, paid leave, unemployment benefits, workers' compensation through PNW, or other employment rights are provided by PNW. PNW may report payments and withhold backup amounts only when required by law.

The Parties do not intend to create a franchise or business opportunity. Provider will operate under its own business name and methods; PNW does not grant an exclusive territory, operating system, earnings claim, or right to hold itself out as a PNW-branded location. The verification badge is governed only by Section 17 and Schedule 4. The legal characterization of the relationship depends on applicable law and actual operations, not this label.

4. Eligibility, Verification, and Provider Account

Before activation and while receiving offers, Provider must submit accurate onboarding information and remain approved for each applicable market, ZIP code or polygon, service, material category, job size, vehicle, and capacity. PNW may approve, limit, condition, suspend, or decline categories based on documented credential, safety, customer-protection, capacity, and network-integrity criteria.

- Required records may include legal name, assumed business name, entity status, W-9 or tax documentation, identity and ownership details, payout information, business address, experience, registrations, permits, insurance, vehicle and trailer records, crew information, equipment, disposal practices, service area, accepted and prohibited materials, availability, emergency contact, and signed agreements.
- Provider must keep every credential current. Expiration, cancellation, material change, or inability to verify a required credential may automatically pause offers, assignments, payouts tied to unresolved compliance, or badge status until cured.
- Provider must immediately update material identity, ownership, vehicle, personnel, territory, service, insurance, license, or payout changes. PNW may require re-review before the change becomes active.

Verification is a network eligibility decision, not a warranty to Provider, Customer, or any third party. Provider remains fully responsible for its legal authority, personnel, equipment, and work.

5. Job Offers, Acceptance, Assignment, and Reassignment

PNW may send direct offers to one provider at a time or opportunity/open-seat offers to multiple eligible providers. A Job Offer may expire or be withdrawn before acceptance. Exact Customer address and other sensitive information may remain hidden until Provider accepts and PNW assigns the job.

Before accepting, Provider must review all available scope, material, access, timing, location, vehicle, crew, credential, price, fee, and payout information and independently decide whether the job is suitable. Provider may decline or, when the workflow allows, submit a different price, payout, window, or capacity proposal. No economic term may be changed retroactively after acceptance without Provider's affirmative agreement, except a Customer-approved scope change under Section 6.

For an opportunity/open-seat job, Provider must truthfully identify the real route or corridor, timing, capacity, material fit, detour tolerance, cutoff, and other facts supporting the offer. PNW may reserve capacity atomically, obtain Customer confirmation, or choose another eligible provider.

PNW may reassign a job if Provider fails to confirm, loses eligibility, becomes unavailable, materially delays service, requests reassignment, or creates a safety or customer-protection risk. PNW will document the reason and financial treatment.

PNW does not guarantee that Provider will receive any offer, assignment, territory, ranking, lead volume, revenue, profit, or continued access.

6. Scope, Independent Pricing, and Customer Approval

Photos, descriptions, automated estimates, and preliminary ranges are not final prices. Provider must inspect or reasonably verify the onsite scope and independently approve the proposed total before service. Provider may accept PNW's suggested price, reject it, or submit a counterproposal through the approved workflow.

The final onsite scope must identify, as applicable, items or volume, materials, access conditions, labor, disassembly or demolition, special handling, disposal or pass-through charges, taxes, discounts, total price, Provider payout preview, explanation of changes, and supporting photos. Customer must approve the exact scope and total through the PNW record before Provider loads, removes, demolishes, or begins billable work.

If conditions change or additional work becomes necessary, Provider must stop the affected work, submit a written change order, obtain a new Customer approval, and wait for any required payment authorization. Provider may not rely on verbal approval when the platform is reasonably available.

PNW may publish customer-facing estimates, ranges, or promotions and may present a job price as Provider's limited agent only when Provider has approved the applicable rule or affirmatively accepts the Job Offer. Provider remains free to set every price outside PNW and must not exchange competitively sensitive off-network pricing information through PNW.

Provider may not impose undisclosed charges, pressure a Customer to approve a changed price, or perform unapproved work. Provider may refuse unsafe, illegal, materially misdescribed, or economically unacceptable work without beginning service.

7. Service Performance and Customer Standards

Provider controls the manner and means of performance, but must deliver the agreed outcome safely, lawfully, professionally, and within the accepted appointment commitment. PNW Policies may define customer-protection outcomes and platform procedures but may not prescribe Provider's internal business operations beyond what is reasonably necessary for law, safety, payment, security, verification, and the Customer's agreed result.

- Use qualified personnel and suitable, safe, clean, registered, and insured vehicles and equipment.
- Communicate status accurately; mark En Route, Arrived, Scope Awaiting Customer Approval, In Progress, and Completed only when true.
- Protect the Customer's property, common areas, landscaping, building access, and privacy; use reasonable floor, wall, doorway, and load protection when the scope requires it.
- Treat Customers and the public without harassment, threats, retaliation, discrimination, deception, intoxication, smoking in prohibited areas, or other unsafe or unprofessional conduct.
- Do not remove property the Customer did not authorize, collect cash or direct payment, solicit tips, sell unrelated services during the visit, or use the job to market around PNW.
- Follow reasonable Customer site rules disclosed before acceptance and all applicable accessibility, nondiscrimination, health, safety, parking, building, and traffic requirements.

8. Provider Personnel and Subcontractors

Provider alone is responsible for Provider Personnel, including selection, legal work authorization, wages, overtime, payroll, taxes, benefits, training, supervision, safety, workers' compensation, discipline, and acts or omissions. No Provider Personnel becomes a PNW worker or beneficiary of this Agreement.

Every person entering a Customer site or receiving Customer data must be registered or otherwise approved as required by the Provider Account, satisfy applicable screening requirements, and comply with this Agreement. Provider may use its own employees and bona fide subcontractors, but may not hand an Accepted Job to an unrelated company or unapproved crew.

Approved subcontracting does not reduce Provider's responsibility. Provider must bind each subcontractor in writing to obligations at least as protective as the safety, insurance, customer-data, confidentiality, non-circumvention, evidence, and lawful-disposal obligations here.

PNW may exclude a specific person from Network Jobs for documented safety, identity, customer-protection, legal, credential, fraud, or data-security reasons. Provider retains all employment and personnel decisions.

9. Vehicles, Equipment, and Capacity

Provider will use only vehicles, trailers, equipment, and capacity configurations approved for the applicable Network Job. Registrations, inspections, permits, maintenance, load securement, driver qualifications, and insurance must remain current.

Provider must not materially misstate usable capacity, vehicle identity, crew size, weight capability, route status, or arrival status. Vehicle and Provider IDs shown to the Customer must match the actual assigned vehicle and Provider.

Provider is responsible for weighing, securing, transporting, and unloading materials within manufacturer ratings, road limits, facility rules, and law. PNW may pause a vehicle record after an incident, credential lapse, identity change, or reasonable safety concern pending verification.

10. Materials, Title, Disposal, and Environmental Compliance

Unless an activated Market Addendum expressly expands the scope, the approved service is a one-time removal and lawful disposition of unwanted personal property. Routine municipal garbage or solid-waste subscription collection is excluded. Provider will accept only materials it is approved and legally equipped to handle. Hazardous, infectious, explosive, regulated, stolen, or otherwise prohibited materials may not be taken unless the Job Offer expressly authorizes them and Provider holds every required permit, endorsement, insurance, and disposal arrangement.

Provider must use lawful transfer stations, landfills, recyclers, donation centers, processors, or other authorized facilities. Illegal dumping, abandonment, burning, falsified disposal, disposal on private property without authorization, or transfer to an unqualified person is a material breach.

To the extent the Customer owns the items and law permits, title to items authorized for removal passes to Provider upon physical pickup, except items designated for return, delivery, donation, confidential destruction, or another documented disposition. Provider bears disposition cost and risk and may retain lawful salvage value unless the Job Offer says otherwise.

Provider must honor written recycling, donation, destruction, or disposal commitments and retain scale tickets, receipts, photos, manifests, or other evidence required by Schedule 3, a facility, a Customer agreement, or law.

11. Customer Communications, Privacy, and Data Security

PNW will provide only the Customer information reasonably necessary for an Accepted Job. Provider may use that information solely to evaluate, schedule, perform, document, support, and lawfully account for the Network Job.

- Use approved PNW messaging and calling channels when reasonably available. Emergency direct contact is permitted only for the assigned job and must be summarized in the official record.
- Do not copy Customer contact information into a marketing list, CRM, personal address book, shared spreadsheet, or unrelated system; do not sell, enrich, scrape, disclose, or reuse it.
- Limit access to authorized Provider Personnel; secure devices and accounts with passwords and reasonable safeguards; do not share credentials; and promptly disable access for departed personnel.
- Do not post Customer names, addresses, property images, job photos, or stories on social media or advertising without separate written Customer consent and PNW approval.
- Notify PNW immediately, and no later than 24 hours after discovery, of suspected loss, misuse, unauthorized access, disclosure, credential compromise, or other security incident; preserve evidence and cooperate with required notices.

Provider will delete Customer information when no longer needed for the job, support, tax, claim, or legal recordkeeping purpose, and in all events follow applicable privacy, biometric, recording, text-messaging, and data-breach laws.

12. Network Fee, Provider Payout, Tips, and Payment Collection

Unless Schedule 1 or an accepted Job Offer clearly states a different prospective split, the standard Provider Payout is eighty percent (80%) and the PNW Network Fee is twenty percent (20%) of Collected Service Revenue. "Collected Service Revenue" means amounts actually captured for approved service, labor, hauling, disposal, access, and other job charges, after Customer-funded discounts, refunds, reversals, and chargebacks, but excluding taxes, tips, and Approved Pass-Through Charges. A promotion funded solely by PNW is added back to the calculation to the extent shown in the job record.

"Approved Pass-Through Charges" means documented government, permit, disposal, or facility charges that the Job Offer expressly designates as pass-through before Provider accepts. Provider receives one hundred percent (100%) of collected Approved Pass-Through Charges and tips, with no PNW Network Fee. If a cost is not expressly designated as pass-through, it remains Provider's operating expense within the 80% Provider Payout.

The final job record must show service subtotal, taxes, tips, Approved Pass-Through Charges, discounts, refunds, chargebacks, gross Provider earnings, PNW Network Fee, adjustments, and net payout. There may be no unexplained deduction.

Provider authorizes PNW and its payment processor to collect Customer funds as Provider's limited payment-collection agent, deduct the disclosed Network Fee and authorized adjustments, and remit the net Provider Payout using the payout method and timing completed in Schedule 1. PNW may require successful capture, completion evidence, and a reasonable configured review period before release.

Standard payment-processing expense is borne from PNW's Network Fee unless Schedule 1 or the accepted Job Offer expressly states otherwise. Provider bears its own labor, fuel, disposal, equipment, insurance, tax, permit, and operating costs.

Provider must supply accurate W-9, tax, banking, identity, and processor information. PNW may delay only the affected payout for missing onboarding, processor failure, legal hold, fraud review, Customer dispute, claim reserve, or incomplete completion evidence, and must disclose the reason and undisputed amount.

The fee split may vary by Provider, market, service, commercial agreement, promotion, or individual job only when the different terms are displayed to Provider before acceptance or stated in a separately signed addendum. PNW may not retroactively increase its fee on a completed or accepted job.

13. Cancellations, No-Shows, Refunds, Chargebacks, Holds, and Setoff

Customer cancellation and no-show treatment is governed by the customer terms, accepted Job Offer, and disclosed market policy. If PNW collects a cancellation or no-show fee attributable to Provider's reserved time or dispatch, Provider will receive the applicable Provider percentage of the collected fee. If no fee is collected, no cancellation payout is owed unless the Job Offer states otherwise.

If Provider causes cancellation, abandonment, avoidable reassignment, or material nonperformance, Provider is not entitled to a payout for unperformed work and may be responsible for documented, reasonable, incremental Customer remediation or rebooking costs to the extent caused by Provider and permitted by law. Declining an unaccepted offer is not a Provider cancellation.

Refunds, credits, chargebacks, and claims will be allocated according to documented cause. Provider bears amounts caused by Provider's overcharge, nonperformance, property damage, unlawful conduct, misrepresentation, disposal failure, or breach. PNW bears amounts caused solely by PNW's administrative error, unauthorized promotion, or platform malfunction. Shared or goodwill adjustments are allocated in the same 80/20 proportion unless the Parties agree otherwise.

PNW may place a reasonable hold on only the amount genuinely in dispute or reasonably reserved for a claim and will release the undisputed portion. A hold should not exceed ninety (90) days unless a processor, insurer, court, regulator, or active claim reasonably requires longer. PNW will provide the reason and available supporting record, and Provider may submit a written response.

If an adjustment arises after payout, PNW may offset the documented amount against future payouts or invoice Provider. Provider must pay an undisputed invoice within fifteen (15) days. Nothing permits a punitive or unexplained deduction.

14. Job Records, Completion Evidence, and Limited Audit

The PNW job record is the authoritative transaction record for network status, Customer approval, price, payments, adjustments, and payout. Provider must submit accurate information and preserve supporting records for at least four (4) years after the job, or longer if law, tax, insurance, or an active claim requires.

- Required evidence may include before-and-after photos, approved scope and change orders, timestamps, status events, Provider confirmation, Customer acknowledgment, item or volume details, disposal receipts or scale tickets, vehicle and crew identity, damage documentation, and support communications.
- Provider must not fabricate, recycle, alter, hide, or misattribute evidence or status events. Payment Complete, Payout, and Refund states may be created only through the authorized payment and finance workflow.

On reasonable notice, PNW may inspect records directly related to Provider's Network Jobs, credentials, badge use, disposal, Customer data, insurance, and payout calculations. Any audit must be proportionate and avoid unrelated books or competitively sensitive information. Immediate access may be required for a serious safety, fraud, data, legal, or Customer claim.

15. Insurance

Provider must maintain, at its own expense, the insurance required by Schedule 2, the accepted Job Offer, and applicable law. Schedule 2 contains proposed baseline limits that must be confirmed for each launch market before signature or activation.

Provider will deliver certificates and requested endorsements before activation and on renewal, and will notify PNW within one (1) business day after learning of cancellation, nonrenewal, material reduction, or coverage dispute. Where commercially available and stated in Schedule 2, the completed PNW Network Operator legal entity will be an additional insured for liability arising from Provider's operations.

Insurance does not limit Provider's liability. Provider is responsible for deductibles, exclusions, uninsured losses, and ensuring that every approved subcontractor maintains required coverage.

16. Incidents, Damage, Claims, and Cooperation

Provider is responsible for injuries, property damage, vehicle events, spills, disposal events, lost property, and other incidents arising from Provider's service or Provider Personnel, except to the extent caused by PNW's own negligence or willful misconduct.

Provider must first protect life and property, contact emergency authorities when appropriate, and then notify PNW immediately for a serious incident and no later than two (2) hours after awareness for any Customer, vehicle, injury, damage, environmental, law-enforcement, or media event. Provider must preserve photos, video, names, statements, receipts, and other evidence and notify its insurer promptly.

Provider may give factual information and emergency assistance but may not bind PNW, promise a PNW payment, conceal facts, retaliate, or make a knowingly false admission. PNW may coordinate Customer support and preserve the record; Provider and its insurer remain responsible for investigation, defense, repair, settlement, and legally required reporting of Provider-caused claims.

17. PNW Marks, Verification Badge, and Provider Identity

While Provider and an identified vehicle are in Active verification status, PNW grants Provider a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to display the current approved PNW

verification badge solely on the approved vehicle, Provider profile, and approved marketing. PNW retains all right, title, and interest in its name, marks, designs, QR destination, platform, and badge system.

Provider must remain primarily and clearly identified by its own legal or assumed business name. The badge may state "PNW VERIFIED NETWORK PROVIDER" and identify the actual operator, Provider ID, Vehicle ID, and dynamic verification QR. Provider may not use PNW as its company name, primary storefront brand, social handle, domain, location name, or representation of employment, agency, franchise, ownership, endorsement beyond current verification, or guaranteed quality.

Badge states include Pending, Active, Suspended, Expired, Replaced, and Revoked. Only Active badges may be displayed as current. Provider may not copy, alter, obscure, detach, transfer, spoof, redirect, or display a badge on an unapproved vehicle or for an unapproved entity, service, or market.

Upon suspension, expiration, replacement, or revocation, Provider must stop representing active status immediately and remove or cover physical and digital displays within two (2) business days, or sooner when PNW reasonably requires for fraud or public safety. Schedule 4 is incorporated into this license.

18. Network Customer Protection; No Bypass

A "Network Customer" is any person or organization whose identity, contact information, request, location, or job opportunity Provider first receives through PNW, or for whom Provider performs a Network Job. A documented pre-existing Provider customer is excluded if Provider proves the relationship from records created before the PNW introduction and notifies PNW within five (5) business days after the match.

During the Agreement and for twelve (12) months after Provider's last PNW introduction to or Network Job for that Network Customer, Provider will not knowingly solicit, divert, accept, invoice, or collect off-platform payment for the same or a substantially related service from that Network Customer, or route the work through an affiliate, owner, employee, subcontractor, or different business. If the Network Customer initiates contact, Provider must route the request through PNW unless PNW gives a written release.

This is not a general noncompetition restriction. Provider remains free to advertise to the public, work for competitors, and serve all persons not protected as Network Customers. General advertising not targeted using PNW data is permitted.

For a proven bypassed transaction, PNW may recover the Network Fee it would have earned on the actual transaction, plus additional provable direct loss, reasonable investigation cost, and equitable relief to the extent allowed by law. This clause does not create an arbitrary penalty or restrict a Customer beyond applicable law.

If applicable law treats any customer non-solicitation or non-acceptance portion of this Section as a restricted or prohibited noncompetition covenant, this Section automatically narrows to prohibit only misuse of PNW Confidential Information, diversion of the specific service request introduced through PNW, and intentional avoidance of the Network Fee on that introduced transaction. It will not restrict later Customer-initiated work except to the minimum extent affirmatively permitted by law and an activated Market Addendum.

19. Confidentiality

Each Party may receive nonpublic business, technical, pricing, security, operations, customer, provider, payment, and product information of the other ("Confidential Information"). The receiving Party will use it

only for this Agreement, protect it with reasonable care, and disclose it only to personnel and advisers with a need to know and a duty of confidentiality.

Confidential Information excludes information the receiving Party can document was already lawfully known without restriction, becomes public without breach, is received lawfully from another source, or is independently developed without use of the information. A legally compelled disclosure is permitted after advance notice when lawful and reasonable cooperation.

On request or termination, each Party will return or securely delete Confidential Information except for required legal, tax, claim, backup, or compliance records. These duties last three (3) years after termination; trade secrets and protected personal information remain protected for as long as law requires.

20. Platform Rights and Provider Content

PNW owns or licenses the platform, workflows, software, network data, aggregated analytics, documentation, brand assets, and PNW-created content. Except for the limited badge license, Provider receives only a revocable right to access the platform for this Agreement.

Provider retains ownership of its business name, logo, original photos, and other content. Provider grants PNW a worldwide, nonexclusive, royalty-free license during the Agreement and for a reasonable archival period to host, reproduce, format, display, and use Provider content to operate the network, present Provider to Customers, verify jobs, prevent fraud, support claims, and market Provider's participation. PNW may continue using de-identified or aggregated information.

Provider represents that it owns or has permission to supply its content and that the content is accurate and noninfringing. PNW may remove inaccurate, unsafe, unlawful, expired, or misleading content.

21. Licenses, Screening, Legal Compliance, and Taxes

Provider must determine and maintain every registration, license, permit, endorsement, tariff, vehicle authority, local franchise or hauling permission, environmental approval, construction or demolition credential, driver qualification, and facility authorization required for each accepted service and jurisdiction. PNW approval does not replace a government authorization.

Provider may not perform regulated demolition, construction, hazardous-material handling, household-goods moving, towing, or another licensed service unless the Provider Account and Job Offer expressly approve it and Provider holds all required authority.

Provider and Provider Personnel must complete separate lawful identity and background-screening disclosures, authorizations, and processes required by PNW Policies or law. This Agreement is not a consumer-report authorization. The Party obtaining a consumer report must comply with applicable standalone disclosure, consent, pre-adverse-action, adverse-action, privacy, and recordkeeping duties.

Provider will comply with all applicable tax, labor, wage, immigration, safety, consumer-protection, accessibility, nondiscrimination, privacy, anti-bribery, sanctions, motor-carrier, solid-waste, environmental, and local service laws. Provider is responsible for taxes measured by its income, payout, payroll, property, vehicles, and business activity. PNW will collect or remit transaction taxes only to the extent the law assigns that duty to PNW or the Job Offer expressly states it.

22. Representations and Warranties

Each Party represents that it has authority to enter into this Agreement and that doing so does not violate another binding obligation.

Provider represents on signing and each time it accepts a job that: its Provider Account is accurate; it is legally authorized, properly insured, and operationally capable; its price and capacity decision is independent; assigned Provider Personnel and vehicles are eligible; it will obtain Customer approval; it will perform safely and lawfully; and it will not divert payment or misuse Customer data.

PNW represents that it will account for collected job funds and Provider payouts in accordance with this Agreement, maintain commercially reasonable platform security for information it controls, and not retroactively change an accepted economic term.

Except for express obligations here, neither Party makes an implied warranty of merchantability, fitness, noninfringement, uninterrupted availability, job volume, revenue, profit, customer quality, or specific result. Mandatory warranties that cannot lawfully be disclaimed remain in effect.

23. Indemnification

Provider will defend, indemnify, and hold harmless PNW, its affiliates, and their owners, officers, employees, and agents from third-party claims, losses, damages, fines, penalties, judgments, settlements, and reasonable legal costs arising from Provider's services, Provider Personnel, vehicles, injury, property damage, disposal, legal or credential violation, employment or tax obligation, data misuse, content, badge misuse, fraud, or breach, except to the extent caused by PNW's negligence or willful misconduct.

PNW will defend, indemnify, and hold harmless Provider from third-party claims to the extent arising from PNW's own negligence or willful misconduct, PNW's material misuse of Provider content beyond the license, or a claim that unmodified PNW platform materials supplied by PNW infringe a United States intellectual-property right, excluding Provider content and combinations not supplied by PNW.

The indemnified Party must give prompt notice, reasonable cooperation, and control of the defense to the indemnifying Party, except that no settlement may admit fault by, impose nonmonetary duties on, or fail to release the indemnified Party without written consent. Delay excuses duties only to the extent of material prejudice.

24. Limitation of Liability

To the maximum extent permitted by law, neither Party is liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, or lost profits not represented by an earned but unpaid Provider Payout or Network Fee, arising from this Agreement.

Except for payment-accounting obligations and the exclusions below, each Party's aggregate direct liability to the other will not exceed the greater of ten thousand dollars (\$10,000) or the total Network Fees and Provider Payouts paid or payable between the Parties during the twelve (12) months before the event giving rise to the claim.

The exclusions and cap do not apply to a Party's fraud, willful misconduct, gross negligence where it cannot be limited, confidentiality or data-security breach, intellectual-property misuse, indemnification duty, Provider-caused bodily injury or property damage, unlawful disposal, off-platform diversion, or amounts the

Party collected and is required to remit. Customer rights and mandatory statutory remedies are not limited by this Section.

25. Suspension, Term, and Termination

This Agreement begins on the Effective Date and continues until terminated. Either Party may terminate without cause on thirty (30) days' written notice. Provider may stop accepting new offers at any time and remains responsible for Accepted Jobs unless PNW reassigns them.

PNW may immediately suspend offers, assignments, badge status, access, or an affected payout when reasonably necessary for expired credentials, insurance lapse, identity or payment verification, safety, fraud, data security, illegal conduct, Customer harm, off-platform diversion, badge misuse, or a serious material breach. PNW will state the reason and review reasonably prompt corrective evidence.

Either Party may terminate for a material breach not cured within ten (10) days after written notice, or immediately if the breach cannot reasonably be cured, involves fraud, violence, illegal dumping, intentional data misuse, intentional payment diversion, repeated accepted-job abandonment, or creates a material safety or legal risk.

Termination does not erase accrued payment, refund, claim, tax, confidentiality, data, record, badge removal, non-circumvention, indemnity, limitation, or dispute obligations. PNW will release undisputed earned payouts after required completion verification and lawful offsets.

26. Dispute Resolution, Governing Law, and Venue

The governing state and exclusive county or judicial district must be completed in Schedule 1 before signature. Mandatory law of the jurisdiction where work occurs applies notwithstanding a contractual choice to the extent it cannot lawfully be waived.

Before filing a nonemergency claim, a Party will send a written dispute notice describing the facts and requested relief. Authorized business representatives will confer in good faith within ten (10) business days. If unresolved, the Parties will attempt one confidential, nonbinding mediation session, remotely or in the completed venue, before ordinary litigation.

Mediation is not required before seeking a temporary restraining order, injunction, preservation of evidence, relief from immediate safety or data harm, collection of an undisputed amount, filing before a limitation period expires, or bringing an eligible small-claims matter. Unless a statute or court order provides otherwise, each Party bears its own legal fees and shares the mediator's fee equally.

27. Notices, Electronic Records, Policies, and Amendments

Legal notices must be sent to the addresses and emails completed in Schedule 1 and are effective on confirmed electronic delivery, personal delivery, or two (2) business days after trackable mailing. Routine job, support, policy, and account notices may be delivered through the platform, text, or Provider Account contact details.

The Parties consent to electronic signatures, records, click acceptance, and transaction communications. For online acceptance, PNW will use an affirmative unchecked acceptance control, provide conspicuous links to a downloadable Agreement, send or make available a retained copy, and preserve the authenticated account,

timestamp, Agreement version, and available device or audit information. An electronic acceptance linked to an authenticated account has the same effect as a signed counterpart to the extent allowed by law.

PNW may update non-economic operational, safety, privacy, security, evidence, and support policies on at least thirty (30) days' notice, or sooner when reasonably required by law, security, fraud, or immediate safety. A change applies prospectively. Provider may stop accepting jobs and terminate before the effective date.

A material change to fee calculation, payout ownership, post-termination restriction, dispute process, liability allocation, or other core economic/legal term requires Provider's affirmative electronic or written acceptance. Continued work alone will not amend an already Accepted Job, and no amendment is retroactive.

28. General Provisions

This Agreement, completed schedules, accepted Job Offers, and incorporated PNW Policies are the entire agreement on their subject and replace prior discussions. For a particular job, a clearly disclosed accepted Job Offer controls job-specific scope, timing, price, and fee split; Schedule 1 controls Provider-specific terms; this Agreement controls legal terms; and PNW Policies control operational details. A lower-level document cannot silently waive a higher-level safety, privacy, insurance, or legal obligation.

Provider may not assign this Agreement, transfer its Provider Account, or delegate substantially all Network Jobs without PNW's written consent. PNW may assign the Agreement to an affiliate or successor to the network business on written notice, provided the successor assumes PNW's obligations; Provider may terminate prospectively if it does not accept the change.

Neither Party is liable for delay caused by an event beyond reasonable control, except payment for completed work, data protection, incident response, and obligations that can still be performed. The affected Party must promptly notify the other and mitigate.

A waiver must be written and applies only to the stated instance. If a provision is unenforceable, it will be narrowed to the minimum lawful scope, and the remainder stays effective. No third party is a beneficiary of this Agreement. Headings are for convenience. "Including" means "including without limitation." Counterparts together form one instrument.

Each Party acknowledges the opportunity to review this Agreement with independent legal, tax, insurance, and business advisers and is not relying on an oral promise, earnings statement, guaranteed job volume, or statement outside the Agreement.

Signatures

SIGNATURE GATE: Do not sign until every REQUIRED field in Schedule 1 is completed and the schedules reflect the launch market. Signing confirms that the completed Schedule 1 and all attached schedules are incorporated into this Agreement.

PNW NETWORK OPERATOR

Legal entity: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

PROVIDER

Legal entity / sole proprietor: _____

Authorized signature: _____

Printed name: _____

Title: _____

Date: _____

SCHEDULE 1. Provider Activation and Commercial Terms

Every field marked REQUIRED must be completed before signature. Provider-specific and market-specific terms in this Schedule control over inconsistent default terms in the Agreement, but only for the identified Provider and market.

PNW Network Operator legal entity - REQUIRED	_____
Entity type / formation state - REQUIRED	_____
PNW notice address - REQUIRED	_____
PNW notice email - REQUIRED	_____
PNW support phone / inbox	_____
Provider legal name - REQUIRED	_____
Provider DBA / public name	_____
Provider entity type / formation state	_____
Provider notice address / email - REQUIRED	_____
Provider ID	_____
Approved market(s) - REQUIRED	_____
Activated Market Addendum / approval ID - REQUIRED	_____
Approved ZIPs / polygon / travel radius	_____
Approved services / materials / capacity	_____
Verified vehicle IDs / trailer IDs	_____
Effective date - REQUIRED	Date of last signature, unless stated: _____
Default Provider Payout	80% of Collected Service Revenue
Default PNW Network Fee	20% of Collected Service Revenue
Tips	100% to Provider; no PNW Network Fee
Payout cadence / release period - REQUIRED	_____

Payout method / processor	_____
Approved Pass-Through Charge treatment	100% to Provider only when expressly designated before acceptance
Background-screening model - REQUIRED	☐ PNW-run under separate authorizations ☐ Provider-certified compliance
Governing state law - REQUIRED	_____
Exclusive county / judicial district - REQUIRED	_____
Approved insurance variance, if any	None unless written here: _____
Additional commercial terms	_____ _____

Job-specific fee variations are valid only when displayed before Provider accepts the Job Offer. No Provider-specific commercial term applies retroactively.

SCHEDULE 2. Insurance and Credential Standards

PROPOSED BASELINE: These limits are reasonable starting points, not previously approved business terms. Confirm them with a licensed insurance adviser and launch-market counsel before completing Schedule 1 or onboarding a provider.

Coverage	Proposed minimum	Evidence / notes
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 general aggregate	Occurrence form; completed operations; contractual liability; PNW Network Operator as additional insured for Provider operations where available.
Commercial Automobile Liability	\$1,000,000 combined single limit	Owned, hired, and non-owned vehicles used for Network Jobs; every assigned vehicle and driver must be covered.
Workers' Compensation	Statutory in every required state	If Provider lawfully has no covered workers, provide written exemption or declaration acceptable for the market.
Employers' Liability	\$500,000 each accident; \$500,000 disease each employee; \$500,000 disease policy limit	Required when workers' compensation applies, unless local law or approved policy sets a higher limit.
Pollution / Environmental	\$1,000,000 when regulated materials or environmental exposure is approved	Required only for services or materials designated by PNW or law; exclusions must not defeat the approved work.

S2.1. General Insurance Conditions

- Coverage must be issued by insurers authorized or otherwise acceptable in the service jurisdiction and remain effective through every Network Job and applicable completed-operations period.
- Certificates and requested endorsements are due before activation and at each renewal. A certificate alone does not amend a policy or prove an endorsement.
- CGL coverage should be primary and noncontributory for PNW with waiver of subrogation where commercially available and legally permitted. Complete the actual PNW Network Operator legal name before requesting any endorsement.
- Provider must notify PNW within one business day after learning of cancellation, nonrenewal, lapse, material exclusion, limit reduction, reservation of rights, or claim that may affect a Network Job.
- A higher statutory, customer, facility, commercial-account, vehicle, or Job Offer requirement controls. A written Schedule 1 variance may approve an alternative only when lawful and reasonable for the market.

S2.2. Credential Checklist

- ☐ Business registration and assumed-name record current
- ☐ W-9 / tax identity verified
- ☐ Owner identity and payout identity verified
- ☐ Required motor-carrier, solid-waste, hauling, local franchise, disposal, construction/demolition, and specialty permits verified for approved services
- ☐ Insurance certificates and endorsements accepted
- ☐ Vehicle registration, inspection, capacity, and insurance verified
- ☐ Required Provider Personnel screening complete under separate lawful authorization
- ☐ Disposal facilities and prohibited-material process documented
- ☐ Provider Agreement and market addenda signed

S2.3. Activation Review Record

Provider / Provider ID	_____
Market / service area	_____
Reviewed by / role	_____
Review date	_____
Outcome	☐ Approved ☐ Conditional ☐ Additional information required ☐ Declined
Conditions / expiration / notes	_____ _____

SCHEDULE 3. Service, Evidence, and Incident Standards

S3.1. Required Customer Workflow

PNW's customer record may use more granular labels, but Provider must support this minimum sequence. Statuses describe transaction milestones and do not control Provider's internal service methods.

- Offer Sent -> Provider Accepted -> Provider Assigned -> Appointment Confirmed
- En Route -> Arrived -> Scope Awaiting Customer Approval -> Scope Approved
- In Progress -> Completed Pending Verification -> Completion Verified
- Payment Complete -> Payout Pending -> Paid Out -> Closed
- Exception records include additional information, reschedule, unreachable customer, delay, reassignment, Customer/Provider/network cancellation, no-show review, payment failure, support review, dispute, refund, and chargeback.

S3.2. Minimum Completion Evidence

- Customer-approved final scope, itemization, total price, and any change order
- Clear before-and-after photos that avoid unnecessary personal information
- Accurate timestamps and status records
- Actual Provider, vehicle, and crew identity
- Customer acknowledgment when the workflow requests it
- Disposal receipt, scale ticket, donation receipt, manifest, or other disposition evidence when required
- Immediate notation of damage, missing items, disagreement, unsafe conditions, prohibited materials, or Customer refusal

S3.3. Incident Protocol

- Protect life and property; call 911, fire, police, utility, spill response, or another authority when appropriate.
- Notify PNW immediately for a serious event and within two hours for any Customer, injury, damage, vehicle, environmental, law-enforcement, theft, data, or media incident.
- Notify Provider's insurer and required regulator promptly; preserve the scene and evidence when safe.
- Record factual statements, names, contact details, photos, video, vehicle data, facility receipts, and witness information.
- Do not conceal, alter, delete, retaliate, promise payment on PNW's behalf, or post publicly about the incident.

S3.4. Prohibited Conduct and Materials

- Illegal dumping, abandonment, burning, falsified disposal, bribery, theft, fraud, harassment, discrimination, violence, intoxication, unsafe driving, unsecured loads, or intentional status manipulation
- Off-platform payment, Customer diversion, credential sharing, unapproved subcontracting, badge transfer, or use of an unverified vehicle
- Hazardous, infectious, explosive, radioactive, regulated, stolen, or otherwise unlawful material unless specifically approved and fully licensed
- Household-goods moving, regulated demolition/construction, towing, or specialty services outside Provider's approved authority
- Loading or billable work before exact Customer scope and price approval

SCHEDULE 4. PNW Verified Provider Badge Rules

S4.1. Approved Badge Content

An approved physical or digital badge may contain only current system-generated information in the approved design. The operational record, not the decal itself, controls verification status.

BADGE COPY STRUCTURE: PNW JUNK REMOVAL / VERIFIED NETWORK PROVIDER / [Provider DBA] - operated by [Provider legal entity] / Provider [Provider ID] - Vehicle [Vehicle ID] / Scan to verify this truck.

S4.2. Dynamic Verification Record

- The QR must resolve to the live Provider-and-vehicle verification record, never a generic homepage.
- The record must show the Provider DBA and legal operator, independent-provider disclosure, Provider ID, Vehicle ID, badge status, verified-through date, approved markets/areas/services, verified vehicle, real PNW job history only, separately attributed third-party reviews, and a report/support path.
- Pending, Suspended, Expired, Replaced, or Revoked status must be visibly distinguishable and must make the Provider or vehicle ineligible when required by policy.

S4.3. Display Rules

- Display only on the approved Provider profile, approved vehicle, and expressly approved marketing.
- Keep Provider's own business identity primary and visible. Do not imply that PNW owns, employs, franchises, or guarantees Provider.
- Do not alter wording, colors, QR destination, IDs, verified-through date, size relationship, or operator identity; do not transfer a badge between vehicles.
- Stop all current-status claims immediately on suspension, expiration, replacement, or revocation. Remove or cover displays within two business days or sooner for urgent safety or fraud concerns.
- Return or destroy replaced or revoked badge materials if PNW reasonably requests it. Provider bears removal cost unless PNW replaced an active badge solely for a PNW design change.

S4.4. No Third-Party Reliance

Verification means that PNW's records reflected the shown requirements as of the verified-through date. It is not an insurance policy, government license, guarantee of future performance, endorsement of every service, or substitute for Customer judgment.

SCHEDULE 5. Market Activation and Jurisdiction Gate

NO AUTOMATIC MARKET AUTHORITY: This Agreement and a PNW badge do not authorize advertising, offering, contracting, dispatching, hauling, waste collection, construction, demolition, moving, or another regulated service. No market is active until PNW records a counsel- or compliance-approved Market Addendum in Schedule 1 and verifies Provider's territory- and service-specific authority.

S5.1. Universal Launch Gate

- PNW must complete a market-level review of the customer-contract model, payment flow, provider classification, platform disclosures, consumer terms, taxes, insurance, transportation, hauling, solid-waste, local franchise/territory, disposal, construction/demolition, privacy, screening, and badge structure.
- Provider must complete a provider-level review for its entity, owners, personnel, vehicles, insurance, service area, materials, facilities, permits, and approved services.
- PNW may publish coverage and send offers only for the intersection of activated PNW territory and Provider's verified authority. Credential expiration automatically removes the affected eligibility.
- A Market Addendum controls conflicting state or local requirements and may narrow Section 18, insurance, payment, cancellation, disclosure, deactivation, record, or dispute terms.

S5.2. Washington - Hard Hold Until Written Approval

Washington launch requires specialized counsel confirmation before PNW or Provider advertises, solicits, offers, contracts for, dispatches, or performs a junk-removal or solid-waste collection service. The review must specifically address Washington Utilities and Transportation Commission authority, local or municipal collection rights, and the exact role of PNW and each Provider.

- No Washington Job Offer or public service-area claim may be activated merely because Provider has a business license, UBI, insurance, truck, or signed Agreement.
- The Market Addendum must document each required UTC or local authority and the ZIP code, service, material, and vehicle scope it covers.
- For Seattle work, the addendum and product workflow must address Independent Contractor Protections disclosures and payment notices, plus any applicable app-based worker minimum-payment, deactivation, paid-sick-time, or other ordinance.
- The Washington addendum must separately approve or narrow Section 18 and any other term that could be treated as a noncompetition, customer nonacceptance, or restrictive covenant.
- Washington workers' compensation, unemployment, DOR/UBI, separate-books, business-location, tax, and provider-personnel requirements must be verified under the actual operating facts.

S5.3. Oregon Activation Checks

- Verify that each Provider satisfies Oregon's applicable independent-business and control requirements in actual operations, not merely through an LLC or 1099 label.

- Confirm motor-carrier, city/county solid-waste, disposal-facility, waste-tire, and other material-specific authority. A limited one-time cleanout exception does not authorize routine municipal collection.
- Keep demolition, fixture removal, structural work, and real-property improvement disabled unless the Provider's Oregon CCB authority and the exact scope are approved.
- Use fault-based indemnity; nothing requires Provider to indemnify PNW for PNW's own negligence or intentional misconduct.

S5.4. Idaho Activation Checks

- Verify Idaho waste-management, facility, vehicle, environmental, local business, and material-specific requirements for the activated territory.
- Keep construction, demolition, structural, and real-property work disabled unless the applicable Idaho contractor registration and scope requirements are satisfied.
- Confirm the actual relationship preserves Provider control, project-based payment, Provider-owned major equipment, independent business operations, and responsibility for Provider Personnel.