



MEMBERSHIP SUBSCRIPTION AGREEMENT

This Membership Subscription Agreement (“Agreement”), is between Goodsmith Home Care and Repair, Inc., a Delaware corporation (“Goodsmith”) with its office at 1296 North Post Oak, Houston, TX 77055, and Member (together with Goodsmith, the “Parties” and each a “Party”).

Whereas Goodsmith has the capability and capacity to provide home maintenance and repair services at the Residence (the “Subscription Services”) and Member desires to retain Goodsmith to perform said services, Goodsmith is willing to perform the services subject to the terms and conditions herein set forth:

1. **Services:** Goodsmith shall provide to Member ongoing Subscription Services as set forth in the Statement of Services (attached hereto as **Exhibit A**) at the Residence.
2. **Term:** This Agreement shall commence as of the Effective Date and shall continue for one year (the “Subscription Period”), unless sooner terminated pursuant to Section 6 herein. The Subscription Period shall automatically renew for a second year after the expiry of the initial one-year Subscription Period unless cancelled by Member within thirty (30) days prior to the expiration of the Subscription Period. As a courtesy, Goodsmith will provide written notice to Member of the expiring Subscription Period and will direct Member to cancellation and renewal options.
3. **Membership Fees:**
 - a. Member agrees to pay monthly or annually for the Subscription Period per the listed price online at www.mygoodsmith.com (the “Membership Fees”). Membership Fees are non-refundable.
 - b. Payment for any On-Demand services is due upon receipt of invoice for service(s) rendered. Invoices not paid or disputed within 21 days will be subject to collections and will result in the immediate termination of this Agreement without refund of any fees already paid. Goodsmith reserves the right to adjust fees in its sole discretion. Goodsmith reserves the right to bill for material costs on the purchase date, rather than on the service date.
4. **Limited Warranty:** Goodsmith warrants that it shall perform the Subscription Services using personnel of commercially reasonable skill, experience, and qualifications, and shall perform work in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Goodsmith’s sole and exclusive liability and Member’s sole and exclusive remedy for breach of this warranty shall be as follows:
 - a. Goodsmith shall use reasonable commercial efforts to promptly cure any breach; provided that, if Goodsmith cannot cure such breach within a reasonable time after Member’s written Notice of such breach, Member may terminate the Agreement by serving written Notice of termination within 30 days of when the original breach occurred.
 - b. In the event the Agreement is terminated pursuant to Section 4(a), Goodsmith shall within 30 days after the date of termination, refund to Member any Fees paid by Member as of the date of termination for the Subscription Services, less a deduction equal to the Fees of Subscription Services up to and including the date of termination.

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GOODSMITH MAKES NO WARRANTIES EXCEPT AS PROVIDED ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. **Limitation of Liability:** IN NO EVENT SHALL GOODSMITH BE LIABLE TO MEMBER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT GOODSMITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GOODSMITH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO GOODSMITH PURSUANT TO THIS AGREEMENT IN THE SIXTH (6TH MONTH) PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
6. **Termination:** Either Party may terminate this Agreement at any time, provided the terminating Party provides 30 day advance written Notice to the other Party. Pursuant to Section 3 of this Agreement, all Member Fees are non-refundable
7. **Notice:** A notice is effective only upon email receipt by the receiving Party via email to info@mygoodsmith.com or to the email address provided by Member.
8. **Waiver:** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.
9. **Amendment and Entirety:** This Agreement may be amended, modified, or superseded only by written instrument executed by each Party. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter hereof.
10. **Force Majeure:** Goodsmith shall not be liable or responsible to Member, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Goodsmith including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, civil unrest, national emergency, pandemic, endemic, strikes or other labor disputes, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown, and/or power outage.
11. **Rights of Parties:** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
12. **Choice of Law:** This Agreement and all related matters arising hereunder are governed by and construed in accordance with the laws of the State of Texas.
13. **Waiver of Jury Trial:** EACH PARTY HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

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14. Electronic Signatures: Each party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Ann. § 322.001 et seq.) as amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the online submission date as recorded by Authorize.net (the “Effective Date”) by their respective duly authorized persons.

Member:

[Electronic signature by initials]

Goodsmith Home Care and Repair, Inc:

A handwritten signature in black ink, appearing to read 'M.B.' followed by a stylized flourish.

Morgan Booth, CFO



EXHIBIT A

STATEMENT OF SERVICES

Narrative Summary of Services: Subject to the Membership purchased online on the Effective Date of this Agreement, Member will receive and Goodsmith agrees to provide certain homecare and repair services, which are described in more detail in “Services” below. In addition, on a yearly basis, Member may also request pre-packaged annual maintenance services, which are described in more detail in **Section III** below.

Member will be assigned a dedicated Project Coordinator who will manage and coordinate Member requests. Goodsmith will also provide access to trade-specific, Goodsmith managers to provide project oversight, estimation services, and procurement support. ALL services are subject to the terms and conditions in the Member Subscription Agreement and the Subscription Service Terms listed below as A-G.

Services: After purchasing a Membership, Member may request the following a la carte, homecare and repair services including, but not limited to:

AC/HVAC Repairs	Gutter Repair	Tile Work
Appliance Repair	Junk Removal	Tree Trimming
BBQ Cleaning	Odd Jobs	Trim Work
Caulking	Out of Town Check-Up	TV Mounting
Concrete/Flat Work	Painting	Window Screen
Countertops Repair and/or Replacement	Picture/Art Hanging	Installation and/or Repair
Drywall Repair	Plumbing Work	Window Washing
Electrical Work	Power Washing	Window/Door Replacement
Fence Repair	Roof Repairs	Window/Glass Repair
Garage Door Repair	Specialty Cleaning	
	Stucco/Masonry	

Goodsmith shall endeavor to meet Member requests for a la carte home services other than those listed above but cannot guarantee that all requests can be performed. If a Member requested project will require more than two days and/or more than three vendors to complete, Goodsmith reserves the right to refer the project out to its construction partner company, Goodsmith Construction LLC, which is better equipped to handle larger scale projects. Member is under no obligation to use Goodsmith Construction, LLC but may be presented with the option to do so if a service request is outside the scope of Goodsmith Homecare and Repair, Inc.

Service Terms:

- A. Means of Requesting Services:** Member may request the aforementioned services at will during standard business hours (M-F 8am-5pm). Requests submitted outside business hours may be responded to at the sole discretion of Goodsmith. Requests must be submitted via Flock or the Goodsmith app, whichever is in service at time of request.

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Goodsmith is not responsible for any Member service requests submitted by any other means.

- B. Confirming and Cancelling Appointments:** Goodsmith will confirm dates and times service appointments via Flock or the Goodsmith app, whichever is in service at the time or request. Member cancellation of a scheduled service appointment within two hours of scheduled appointment is subject to a \$75 cancellation fee.
- C. Same Day Change Order Requests:** Same day change order requests are subject to availability of technicians. Goodsmith reserves the right schedule separate appointments for on-site change orders.
- D. Accessibility:** All services are subject to the Residence and the area of repair and/or improvement being in reasonable working order and also being reasonably accessible to Goodsmith technicians, which includes, but is not limited to being within reach of an eight-foot ladder.
- E. Billing and Expenses:**
 - i. Service appointments shall be billed at a minimum of one hour, but Goodsmith reserves the right to invoice for less.
 - ii. Special order materials and/or materials in excess of \$200 may be billed in full in advance of services being delivered.
 - iii. Billing time and material cost estimates are approximations and are not guaranteed.
 - iv. All third-party, Goodsmith staffed and managed services shall be paid by Goodsmith directly.
- F. Materials:** With Member's direction and consent, Goodsmith will make best efforts to procure materials on behalf of Member. When Member requested materials are not available, Member consents and gives Goodsmith permission to use its professional judgment to procure suitable like-materials. Materials procured by Goodsmith on behalf of a Member are subject to a markup not to exceed 30%, at Goodsmith's sole discretion. If Member procures/provides materials (e.g., paint, fixtures, hardware, etc.) to be used by a Goodsmith technician, the Member must be present at the time of service to ensure satisfactory outcomes with Member materials. If Member is not present and the Member-provided materials lead to outcomes that do not meet Member's satisfaction, Goodsmith will not be held liable. A return visit to remedy the error will be at Member's expense.
- G. Soliciting Off Book Services:** Any effort on behalf of Member to solicit "off book" services from a Goodsmith technician will result in the immediate termination of the Member Subscription Agreement without refund.

Optional Annual Maintenance Packages: In addition to the aforementioned services, Member *may* elect to purchase Annual Maintenance Packages, including up to four (4) prescriptive visits per calendar year. In addition to the Service Terms (listed as A-G above,) the following terms (listed as H-M below) shall also apply to Annual Maintenance Packages:

- H.** A list of current packages and maintenance services is available at www.mygoodsmith.com. For one calendar year after purchase, Goodsmith will deliver the specific annual maintenance services available at time of Member's Annual Maintenance

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Package purchase. Services and prices are subject to change at any time though, and the Parties are bound to the services and prices in place at the time of purchase.

- I. *Annual Maintenance Packages require upfront payment in full.***
- J.** Delivery of annual maintenance services is subject to Member having an active Subscription, which may require an extension of the Term of this Agreement (e.g., if a Member elects to add an Annual Maintenance Package in the sixth month of a one-year contract, this Agreement will be amended accordingly).
- K.** Delivery of maintenance services is also subject to Member's account being in good financial standing.
- L.** At the time of service, Goodsmith will only deliver the services listed at the time of purchase and has no obligation to deliver additional services unless otherwise agreed to by all Parties.
- M.** All Goodsmith provided maintenance materials (e.g., filter, bulbs, batteries, etc.) and/or extra services associated with a maintenance visit (e.g., cleaning additional water heaters and/or servicing additional AC units in excess of what were included in the purchased package) will be billed at the time of service.

ALL GOODSMITH SERVICES ARE SUBJECT TO THE TERMS AND CONDITIONS
SET FORTH IN THE MEMBER SUBSCRIPTION AGREEMENT.