

INDEPENDENT CONTRACTOR AGREEMENT

Sales Representative — Commission-Based

Effective Date: _____

1. Parties

This Independent Contractor Agreement ("Agreement") is entered into as of the Effective Date above, between:

Company: _____, a company organized under the laws of _____ ("Company"); and

Contractor: _____, an individual residing at _____ ("Contractor").

2. Independent Contractor Relationship

Contractor is engaged as an independent contractor and not as an employee, partner, agent, or joint venturer of Company. Contractor shall have no authority to bind Company to any obligation **Company's interest is limited to the results achieved, specifically, closed sales and executed client agreements, and not the process, method, timing, or sequence by which Contractor achieves those results. Contractor retains sole discretion over the means, methods, and manner of performing services.**

Contractor is solely responsible for all federal, state, and local taxes on compensation received under this Agreement, including self-employment taxes. Company will not withhold any taxes on Contractor's behalf. Contractor shall provide Company a completed IRS Form W-9 prior to receiving any payment.

Contractor further acknowledges that Contractor is not entitled to participate in any employee benefit program, workers' compensation coverage, unemployment insurance, or any other benefit offered by Company to its employees, and that Company shall make no contributions to any such program on Contractor's behalf.

3. Scope of Services

Contractor agrees to perform the following services on behalf of Company:

- Conduct outbound cold calling to prospective clients, primarily targeting blue-collar service businesses (HVAC, plumbing, electrical, landscaping, pest control, and similar trades)
- Present and sell Company's AI-powered text bot platform, which qualifies inbound leads, determines priority, checks provider schedules, and books appointments
- Qualify prospects using Company's provided criteria and Ideal Customer Profile (ICP)
- Accurately represent Company's product capabilities, pricing, and terms at all times
- Maintain records of prospect activity and pipeline status in Company's designated CRM or tracking system
- Participate in project coordination sessions as mutually agreed in accordance with Section 4.

Contractor may determine the hours, schedule, and manner of performing services, provided results are delivered professionally and in accordance with this Agreement.

4. Contractor's Performance Standards and Active Status

(A) Designated Coordination Channel The parties have designated the "**Human in the Loop**" Slack channel (the "Designated Channel") as the primary communication platform for account coordination and deliverable management under this Agreement. Contractor's engagement with the Designated Channel constitutes a deliverable performance obligation, not a directive as to Contractor's work schedule, availability, or methods.

(B) Engagement Standard As a condition of maintaining active contractor status, Contractor shall demonstrate consistent engagement with the Designated Channel, defined as:

- Reviewing incoming threads within one (1) business day of posting;
- Acknowledging or responding to account-related items requiring Contractor action within the timeframe reasonably dictated by the nature of the matter; and
- Applying appropriate professional judgment when taking action on, escalating, or closing out flagged threads.

Contractor retains sole discretion over when within each business day Contractor reviews the Designated Channel, and over the method and sequence by which Contractor addresses open items.

(C) Metrics & Active Status Review Engagement with the Designated Channel shall be assessed on a rolling thirty (30) day basis using available platform activity data. A material and sustained failure to meet the engagement standard in Section (B) may constitute grounds for active status review, subject to the following process:

1. Written notice from Company identifying the specific deficiency with supporting platform data;
 2. A fourteen (14) day cure period during which Contractor may demonstrate remediation; and
 3. A coordination call to discuss the deficiency before any status determination is made.
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(D) Scope Limitation Platform activity data from the Designated Channel shall be used solely to assess Contractor's compliance with the deliverable engagement standard described herein. Company shall not use Designated Channel data to track Contractor's working hours, monitor Contractor's availability in real time, or exercise direction over Contractor's daily activities. Contractor's participation in the Designated Channel shall not be construed as evidence of an employer-employee relationship.

5 Compensation & Commission Structure

5.1 Recurring Monthly Commission

Contractor shall earn a commission of twenty-five percent (25%) of Monthly Recurring Revenue ("MRR") for each client Contractor closes, subject to the terms below.

As of the Effective Date, the standard MRR for the base system is \$650.00 per client per month. Commission is calculated as follows:

$$\text{Commission per Active Client} = \$650.00 \text{ MRR} \times 25\% = \$162.50/\text{month}$$

Commissions are recurring and paid monthly for as long as the referred client remains an active, paying subscriber on Company's platform.

Monthly Clients Closed	MRR Commission Rate	Est. Monthly Earnings*
1 client	25% of \$650 MRR	\$162.50/mo
3 clients	25% of \$650 MRR	\$487.50/mo
5 clients	25% of \$650 MRR	\$812.50/mo
10 clients	25% of \$650 MRR	\$1,625/mo

** Estimates based on current base MRR pricing. Actual earnings depend on client retention and active status.*

5.2 Non-Commissionable Fees

A) General Rule All one-time fees collected from clients are retained exclusively by Company and are not subject to commission. Contractor acknowledges that one-time fees do not constitute Monthly Recurring Revenue (MRR) and no commission is earned on any one-time fee unless expressly excepted in writing pursuant to Section 5.2(C).

(B) Non-Commissionable Fee Categories Without limitation, the following fee types are expressly excluded from commission calculation:

- Installation fees;
 - Setup and onboarding fees;
 - Equipment or hardware fees;
 - One-time service or activation fees;
 - Payment processing fees, including but not limited to Stripe deposit fees, transaction fees, and platform surcharges;
 - Any other non-recurring charge collected from a client that does not constitute ongoing MRR.
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(C) Promotional Exception — Written Authorization Required Notwithstanding Section 5.2(A) and (B), Company may, in its sole discretion, designate specific one-time fees as commissionable in connection with an internal sales promotion. Any such exception shall be:

1. Communicated to Contractor exclusively through a written message posted in the **Human in the Loop** Slack channel by an authorized Company representative;
 2. Specific as to the fee type(s) covered, the commission rate applicable, and the duration of the promotional period;
 3. Limited strictly to the fee types, timeframe, and commission rate identified in that communication; and
 4. Non-precedential — a promotional exception as to any one fee type shall not create an ongoing entitlement or implied exception as to any other fee type or future period.
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(D) No Implied Commission Contractor shall not be entitled to commission on any one-time fee absent a written promotional authorization as described in Section 5.2(C). Verbal representations, informal communications outside the Designated Channel, or prior course of conduct shall not create an entitlement to commission on non-commissionable fees.

(E) Acknowledgment Contractor expressly acknowledges and agrees that:

- One-time fees, including installation fees and Stripe deposit fees, are excluded from MRR for all commission calculation purposes;
- Company's retention of one-time fees is a material term of the compensation structure under this Agreement; and
- Any dispute regarding whether a promotional exception applies shall be resolved by reference to the written Slack communication in the Designated Channel, which shall constitute the controlling record.

5.3 Commission Trigger — When Commission is Earned

(A) Three-Condition Requirement Commission shall be deemed earned only upon the concurrent satisfaction of all three (3) of the following conditions (collectively, the "Commission Trigger"):

1. **Executed Agreement** — The client has executed a written service agreement with Company in a form approved by Company;
2. **Installation Fee Collected** — The client's installation fee has been collected in full and the corresponding payment has cleared without chargeback, reversal, or dispute; and
3. **First Billing Cycle Complete** — The client has completed their first full recurring billing cycle, meaning the first monthly recurring payment has been successfully collected and settled by Company.

(B) No Partial Entitlement No commission shall be earned, accrued, or owed on a partial basis. Until all three conditions of the Commission Trigger are simultaneously satisfied, Contractor has no vested right to commission with respect to that client account. Satisfaction of one or two conditions shall not create an implied or partial entitlement to commission.

(C) Company Verification Company shall maintain records sufficient to verify satisfaction of the Commission Trigger for each client account. Upon request, Company shall provide Contractor with written confirmation of the Commission Trigger date for any account within five (5) business days of Contractor's written inquiry.

5.4 Clawback — Client Cancellation

(A) Clawback Period If a client cancels or terminates their subscription within **ninety (90) days** of their activation date, any commission previously paid to Contractor for that client account shall be subject to recoupment by Company ("Clawback").

(B) Method of Recoupment Company shall recover any Clawback amount exclusively by offset against future commission payments owed to Contractor. The offset shall be itemized on the monthly commission statement for the period in which the Clawback is applied. Contractor shall not be required to make a direct cash repayment to Company at any time, provided that sufficient future commissions exist against which to apply the offset.

(C) Insufficient Future Commissions In the event this Agreement concludes before a Clawback balance has been fully offset against future commissions, any remaining unrecovered balance shall be addressed as follows:

- If conclusion is by **Company election without cause**, the remaining Clawback balance is waived;
- If conclusion is by **Contractor election or mutual agreement**, the parties shall negotiate in good faith a reasonable repayment schedule, if any balance remains;
- If conclusion is for **Contractor's material breach**, any outstanding Clawback balance shall become immediately due and payable.

(D) Clawback Limitations Clawback shall not apply where client cancellation is attributable to:

- Company's failure to deliver contracted services;
- A material change in Company's pricing, terms, or service offering made without client consent after onboarding; or
- Any act or omission of Company that directly caused or contributed to the cancellation.

(E) Notice Company shall provide Contractor with written notice via the Designated Channel or email within five (5) business days of a cancellation triggering a Clawback, identifying the client account, cancellation date, commission amount subject to recoupment, and proposed offset schedule.

5.5 Commission on MRR Changes

(A) Upward Adjustments If a client's MRR increases due to a plan upgrade, add-on service, or expansion approved by Company, Contractor's residual commission shall adjust proportionally to reflect the new MRR amount, effective as of the first full billing cycle following the upgrade. Contractor shall receive written confirmation of the adjusted MRR on the monthly commission statement.

(B) Downward Adjustments If a client's MRR decreases due to a plan downgrade, service reduction, or pricing adjustment, Contractor's residual commission shall adjust accordingly, effective as of the first full billing cycle following the change. Contractor shall receive written notice of any downward MRR adjustment affecting commission within five (5) business days of the change taking effect.

(C) Company Pricing Discretion Company retains sole and absolute discretion over all pricing decisions, plan structures, and service offerings. No pricing or plan change made by Company in good faith shall constitute a breach of this Agreement, regardless of the effect on Contractor's commission, except as provided in Section 5.4(D).

(D) Disputed Adjustments If Contractor disputes an MRR adjustment reflected on a commission statement, Contractor shall provide written notice of the dispute within **fifteen (15) days** of receipt of the applicable statement. Undisputed amounts shall be paid on the standard schedule. Disputed

amounts shall be held in good faith pending resolution through the process described in Section 12 (D)–(f) (Governing Law, Venue, and Dispute Resolution).

5.6 Payment Schedule

(A) Calculation Period Commissions and residual compensation shall be calculated as of the last day of each calendar month, based on MRR received and settled by Company during that calendar month.

(B) Payment Deadline Calculated commissions shall be remitted to Contractor no later than the **fifteenth (15th) business day** of the immediately following calendar month.

(C) Commission Statement Each payment shall be accompanied by a written commission statement itemizing:

- All active Qualifying Accounts and their respective MRR for the period;
- Commission rate applied to each account;
- Gross commission calculated;
- Any Clawback offsets applied, identified by client account and cancellation date;
- Any promotional commission earned pursuant to Section 5.2(C), identified by authorization date;
- Any MRR adjustments applied during the period; and
- Net commission amount remitted.

(D) Statement Disputes Contractor shall review each commission statement and provide written notice of any dispute within **fifteen (15) days** of receipt. Failure to dispute within this window shall constitute acceptance of the statement for that period. Accepted statements shall be final and binding absent fraud or material error.

6. Client Ownership

(A) Company Ownership of Client Relationships All clients introduced, referred, or onboarded by Contractor in connection with services performed under this Agreement are and shall remain exclusively the clients of Company. Contractor acknowledges and agrees that:

1. No client relationship developed through Contractor's performance of services hereunder shall be deemed the property, asset, or business interest of Contractor;
2. Contractor's role is limited to introducing and onboarding clients on Company's behalf as an independent sales representative — Contractor does not acquire any ownership interest, possessory right, or continuing entitlement in or to any client relationship by virtue of having originated or developed that relationship; and
3. Company shall have the sole and exclusive right to manage, modify, renew, terminate, or otherwise control its relationships with all clients, without obligation to consult or

compensate Contractor beyond the commission structure set forth in Section 5, except as expressly provided herein.

(B) Client Data All client data, contact information, account records, correspondence, contracts, and related materials generated in connection with services performed under this Agreement — whether created by Contractor, Company, or jointly — are and shall remain the exclusive property of Company. Contractor's rights with respect to client data are limited to:

1. Access to client data reasonably necessary to perform the services described in this Agreement during the term of this Agreement;
2. Review of account-level commission data as provided in monthly commission statements under Section 5.6.

Contractor shall not retain, copy, store, or transmit client data beyond what is strictly necessary to perform services hereunder. Upon termination of this Agreement, Contractor shall immediately return or destroy all client data in Contractor's possession in accordance with Section 10(F).

(C) Client Contracts All service agreements, contracts, and commitments executed between Company and any client are solely between Company and that client. Contractor is not a party to any client contract, has no rights or obligations thereunder, and shall not represent to any client that Contractor holds any contractual standing with respect to the client's agreement with Company. Contractor's execution of a client agreement on Company's behalf, if authorized in writing, shall be as Company's limited agent for that transaction only and shall not create any ongoing agency relationship.

(D) Post-Termination Client Restrictions Upon termination of this Agreement for any reason, Contractor shall have no further right to:

1. Contact, solicit, or communicate with any Company client for any purpose related to services competitive with Company's platform or offerings;
2. Represent to any Company client — directly or indirectly — that Contractor maintains any ongoing affiliation, authorization, or relationship with Company;
3. Use any Company client's contact information, account data, or relationship history to solicit business for Contractor's own account or on behalf of any third party; or
4. Interfere with, disrupt, or attempt to influence any Company client's ongoing contractual relationship with Company.

The restrictions in this Section apply to all Company clients with whom Contractor had direct or indirect contact during the term of this Agreement, regardless of whether Contractor personally onboarded that client.

(E) Scope of Post-Termination Restriction The post-termination restrictions set forth in Section 6(D) shall apply for a period of **twenty-four (24) months** following the termination date, regardless of the reason for termination. The parties acknowledge that:

1. This restriction is reasonable and necessary to protect Company's legitimate business interests, including its client relationships, proprietary account data, and goodwill;
 2. The restriction is limited in scope to services competitive with Company's platform and does not prevent Contractor from engaging in unrelated business activities; and
 3. A breach of this Section would cause irreparable harm to Company for which monetary damages would be an inadequate remedy, entitling Company to seek immediate injunctive relief in accordance with Section 12(G), without the necessity of proving actual damages.
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(F) Transition Cooperation Upon termination of this Agreement, Contractor shall actively cooperate with Company's transition of all active client accounts, including:

1. Providing a complete written account of all active client relationships, open pipeline matters, and pending onboardings within **five (5) business days** of the termination date;
 2. Participating in no more than **two (2) transition calls** with Company's designated representative to facilitate orderly handoff of account relationships, at mutually agreed times during the Wind-Down Period;
 3. Refraining from any communication with clients during the transition period that could reasonably be interpreted as disparaging Company, encouraging cancellation, or suggesting Contractor's departure will negatively affect the client's service; and
 4. Executing any reasonable documentation requested by Company to confirm transfer of client account authority to Company's designated representative.
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(G) No Disparagement During the term of this Agreement and for a period of **twenty-four (24) months** following termination, Contractor shall not make any public or private statement whether verbal, written, or through any electronic or social media platform that disparages, defames, or materially misrepresents Company, its products, services, personnel, or client relationships. This obligation is mutual Company shall not disparage Contractor during the same period.

The parties acknowledge that this provision does not prohibit either party from:

- Making truthful statements in connection with a legal proceeding;
 - Responding truthfully to direct inquiries from prospective employers or clients regarding the nature of the parties' prior relationship; or
 - Cooperating with any government investigation or regulatory inquiry.
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(H) Remedies Contractor acknowledges that a breach of any provision of this Section would cause immediate and irreparable harm to Company's business, client relationships, and goodwill, for which monetary damages alone would be an inadequate remedy. In addition to all other remedies available at law or in equity, Company shall be entitled to:

1. Seek immediate injunctive relief without bond in the courts of Polk County, Florida, pursuant to Section 12(G);
 2. Recover all actual damages proximately caused by Contractor's breach, including lost client revenue;
 3. Seek disgorgement of any commission or compensation received by Contractor in connection with any client solicited or diverted in breach of this Section; and
 4. Recover reasonable attorneys' fees and costs as the prevailing party pursuant to Fla. Stat. § 57.105.
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(I) Florida Statutory Compliance The restrictions set forth in this Section constitute reasonable restrictive covenants under Florida Statute § 542.335. The parties expressly authorize any court of competent jurisdiction to modify or blue-pencil any restriction found to be unenforceable as written, rather than void it entirely, to the minimum extent necessary to render it enforceable while preserving the parties' intent.

7. Confidentiality

Contractor acknowledges that during the course of this Agreement, they may receive access to confidential information, including but not limited to: prospect lists, client data, pricing, sales processes, product roadmaps, scripts, and business strategies ("Confidential Information").

Contractor agrees to:

- Hold all Confidential Information in strict confidence
- Use Confidential Information solely for the purpose of performing services under this Agreement
- Not disclose Confidential Information to any third party without prior written consent from Company

This obligation survives termination of this Agreement for a period of five (5) years. Contractor shall, upon termination, promptly return or certify destruction of all materials containing Confidential Information.

8. Non-Solicitation

(A) Client Non-Solicitation During the term of this Agreement and for a period of **twelve (12) months** following its conclusion for any reason, Contractor shall not, directly or indirectly:

- Solicit, contact, or communicate with any client or account onboarded by Contractor under this Agreement for the purpose of diverting, redirecting, or otherwise transitioning that client's business away from Company; or
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- Accept an engagement from any such client for services substantially similar to those performed under this Agreement, where such engagement would directly compete with Company's business interests.
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(B) Prospective Client Non-Solicitation During the same period, Contractor shall not solicit any prospective client that Contractor identified, contacted, or developed through the use of Company's Confidential Information, proprietary leads, or resources provided under this Agreement.

(C) Personnel Non-Solicitation During the term of this Agreement and for a period of **twelve (12) months** following its conclusion, Contractor shall not directly solicit, recruit, induce, or encourage any employee, contractor, or agent of Company to terminate or reduce their relationship with Company.

(D) Scope & Reasonableness The parties acknowledge that the limitations set forth in this Section are:

- Reasonable in geographic scope, as they are limited to clients and prospects with whom Contractor had direct contact under this Agreement;
- Reasonable in duration, as twelve (12) months represents a legitimate and proportionate protection period; and
- Necessary to protect Company's legitimate business interests, including client relationships, proprietary account data, and goodwill developed through Company's resources.

Nothing in this Section prohibits Contractor from:

- General advertising or marketing not specifically targeted at Company's clients or personnel;
 - Serving clients who independently seek out Contractor without solicitation; or
 - Competing generally in the marketplace outside the restrictions defined herein.
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(E) No-Hire During the term of this Agreement and for **twelve (12) months** following its conclusion, Contractor shall not hire, engage, or retain any employee or independent contractor of Company, whether directly or through any entity in which Contractor holds an ownership or controlling interest.

(F) Remedies Contractor acknowledges that a breach of this Section would cause irreparable harm to Company for which monetary damages would be an inadequate remedy. In the event of a breach or threatened breach, Company shall be entitled to seek injunctive relief without the necessity of posting bond, in addition to all other remedies available at law or in equity. The prevailing party in

any action to enforce this Section shall be entitled to recover reasonable attorneys' fees and costs pursuant to Fla. Stat. § 57.105.

(G) Modification by Court If any court of competent jurisdiction determines that any restriction in this Section is unenforceable as written, the parties authorize such court to modify the restriction to the minimum extent necessary to render it enforceable, rather than void it entirely, consistent with Fla. Stat. § 542.335.

9. Residual Compensation Upon Contract Conclusion

A. Residual Fee Structure

Upon conclusion of this Agreement for any reason, Contractor shall be entitled to receive residual compensation equal to **25% of gross monthly recurring revenue (MRR)** generated by Client accounts originated and onboarded by Contractor during the term of this Agreement ("Qualifying Accounts"), subject to the conditions set forth herein.

B. Earned Residual Threshold

Residual compensation under this Section shall be deemed fully earned and vested as to any Qualifying Account that has remained active and billable for a minimum of **36 consecutive months** from the date of original onboarding. Residuals on accounts that have not reached this threshold at the time of contract conclusion shall be governed by Section 9 (C) below.

C. Wind-Down Terms by Termination Type

(i) Mutual Conclusion or Completion of Scope If this Agreement concludes by mutual written agreement or upon completion of all contracted scope, Contractor shall receive residual compensation on all Qualifying Accounts for so long as each account remains active, at the standard residual rate.

(ii) Contractor Election to Conclude (Voluntary) If Contractor elects to conclude this Agreement prior to the **60-month** anniversary of the Effective Date, residual compensation shall continue for a period of **six (6) months** from the conclusion date on all Qualifying Accounts active as of that date, after which residual compensation terminates. Contractor shall provide no less than **30 days' written notice** of intent to conclude,

(iii) Company Election to Conclude Without Cause If Company elects to conclude this Agreement without cause, Contractor shall continue to receive residual compensation on all Qualifying Accounts for so long as each account remains active, at the standard residual rate.

(iv) Conclusion for Material Breach Either party may conclude this Agreement upon written notice in the event of a material breach by the other party. For purposes of this Agreement, **material breach by Contractor** includes, but is not limited to:

- Fraud, misrepresentation, or dishonest conduct in connection with services rendered;
- Misappropriation of Company funds or client data;
- Conviction of a felony directly related to the services performed hereunder.

(D) Post-Breach Residual Treatment. In the event of Contractor's material breach as defined above, residual compensation shall cease thirty (30) days after written notice of conclusion, except as to residuals already earned and invoiced prior to the notice date, which shall be paid in full within fifteen (15) days

E. Payment; Reporting Residual compensation shall be calculated monthly and remitted to Contractor no later than the **15th day** of the following month, accompanied by an account-level statement reflecting active Qualifying Accounts and MRR. Contractor reserves the right to audit account records upon **10 days' written notice**, no more than once per calendar year.

10. Intellectual Property

(A) Definitions For purposes of this Section, the following definitions apply:

- **"Company Work Product"** means any sales materials, scripts, processes, workflows, tools, templates, presentations, or other deliverables created by Contractor **specifically for Company** during the term of this Agreement, whether or not reduced to writing or recorded in any medium;
- **"Pre-Existing IP"** means any materials, tools, processes, methodologies, scripts, or intellectual property owned or developed by Contractor **prior to the Effective Date** of this Agreement, or developed by Contractor **independently** during the term without use of Company's Confidential Information, resources, or direction; and
- **"Derivative Work"** means any work that incorporates, builds upon, or is derived from Pre-Existing IP but was modified, adapted, or enhanced specifically for Company during the term of this Agreement.

(B) Assignment of Company Work Product Subject to Sections 10(C) and 10(D), Contractor hereby irrevocably assigns to Company all right, title, and interest in and to all Company Work Product, including all associated intellectual property rights, including copyright, trademark rights, trade secret protections, and any other proprietary rights, effective as of the date each item of Company Work Product is created.

Contractor agrees to execute any additional documents reasonably requested by Company to perfect, record, or enforce Company's ownership of Company Work Product, including copyright registrations or assignments.

(C) Retention of Pre-Existing IP Contractor retains sole and exclusive ownership of all Pre-Existing IP. Nothing in this Agreement shall be construed as a transfer, assignment, or license of Pre-Existing IP to Company, except as expressly set forth in Section 10(D). Contractor shall not be required to disclose Pre-Existing IP to Company except to the extent necessary to perform the services described herein.

(D) Derivative Works Where Company Work Product incorporates or is derived from Contractor's Pre-Existing IP, the following shall apply:

1. Contractor retains ownership of the underlying Pre-Existing IP components;
 2. Company owns the specific adaptation, modification, or enhancement created for Company ("Company-Specific Derivative");
 3. Contractor hereby grants Company a **non-exclusive, royalty-free, perpetual license** to use the Pre-Existing IP components solely as embedded in the Company-Specific Derivative and solely for Company's internal business purposes; and
 4. Contractor retains the right to use the underlying Pre-Existing IP for any other purpose, including engagements with other clients, without restriction.
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(E) IC Status Protection The parties acknowledge that the assignment of Company Work Product under this Section is a **contractual transfer of deliverables** between independent business entities and does not alter the independent contractor relationship established in Section 1. The creation of Company Work Product does not, standing alone, evidence an employer-employee relationship, and Company's ownership of such work product shall not be construed as supervision or control over Contractor's work methods.

(F) No Obligation to Create Nothing in this Section obligates Contractor to create any specific work product beyond the deliverables described in Section 3 of this Agreement or a written Project Addendum. Creation of Company Work Product outside the agreed scope of services shall require a written amendment to this Agreement specifying the deliverable, timeline, and any additional compensation.

(G) Moral Rights Waiver To the extent permitted by applicable law, Contractor waives any moral rights or rights of attribution in Company Work Product assigned hereunder. This waiver is limited to Company Work Product only and does not extend to Pre-Existing IP or Derivative Works beyond the Company-Specific Derivative.

(H) Third-Party IP Contractor represents and warrants that:

1. Company Work Product created hereunder shall not infringe, misappropriate, or violate the intellectual property rights of any third party;
2. Contractor has the full right and authority to assign Company Work Product to Company free of any third-party claims or encumbrances; and
3. Contractor shall promptly notify Company in writing if Contractor becomes aware of any actual or potential third-party IP claim related to Company Work Product.

Company shall indemnify and hold Contractor harmless from any third-party IP claim arising from Company's use of Company Work Product in a manner materially different from Contractor's intended delivery.

(I) Survival The assignments, licenses, warranties, and obligations set forth in this Section shall survive the conclusion of this Agreement for any reason.

11. Contractor Representations and Warranties

(A) Authority & No Conflicts Contractor represents and warrants that:

1. Contractor has full legal capacity and authority to enter into this Agreement and to perform all obligations hereunder;
 2. This Agreement constitutes a valid, binding, and enforceable obligation of Contractor;
 3. No existing employment agreement, independent contractor agreement, non-compete obligation, non-solicitation restriction, or other contractual commitment prevents Contractor from entering into or fully performing this Agreement; and
 4. Contractor shall promptly notify Company in writing if any subsequent obligation arises that may conflict with Contractor's performance hereunder.
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(B) Professional & Lawful Performance Contractor represents and warrants that:

1. Contractor shall perform all services in a professional, competent, and lawful manner consistent with industry standards;
 2. Contractor holds all licenses, registrations, and certifications required by applicable federal, state, or local law to perform the services described herein and shall maintain such credentials in good standing throughout the term of this Agreement; and
 3. Contractor shall promptly notify Company of any license suspension, revocation, or disciplinary action that may affect Contractor's ability to perform services hereunder.
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(C) Telemarketing & Consumer Protection Compliance Contractor represents, warrants, and affirmatively covenants that:

1. Contractor shall comply with all applicable federal and state telemarketing laws and regulations in connection with outbound sales activities, including but not limited to:
 - o The Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227;
 - o The Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310;
 - o The National Do Not Call Registry requirements; and
 - o All applicable state do-not-call and telemarketing registration statutes, including Florida's Telemarketing Act, Fla. Stat. § 501.601 et seq.;
 2. Contractor shall maintain and honor a current internal do-not-call list and shall scrub all outbound call lists against the National Do Not Call Registry prior to dialing;
 3. Contractor shall not engage in any deceptive, abusive, or unfair sales practice in connection with services performed under this Agreement; and
 4. Contractor shall indemnify and hold Company harmless from any regulatory action, fine, or third-party claim arising from Contractor's violation of any telemarketing or consumer protection law.
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(D) Authorized Representations Only Contractor represents and warrants that:

1. Contractor shall not make any representation, guarantee, warranty, or statement about Company's products, services, pricing, features, or capabilities that has not been expressly authorized by Company in writing;
 2. Authorized representations shall include only those contained in Company's current written sales materials, scripts, and product documentation provided to Contractor, or as specifically approved through written communication in the Designated Channel;
 3. Contractor shall promptly notify Company if a client requests or expects any representation that Contractor is not authorized to make, rather than making an unauthorized representation to close a sale; and
 4. Any commission earned on a client account that was onboarded based on material unauthorized representations by Contractor shall be subject to Clawback under Section 5.4, regardless of whether the client cancels within the standard Clawback period.
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(E) Accuracy of Information Contractor represents and warrants that all information provided to Company in connection with this Agreement — including Contractor's identity, business entity status, licensure, tax identification, and conflict disclosures — is accurate and complete as of the Effective Date. Contractor shall promptly update Company in writing if any such information changes during the term of this Agreement.

(F) Ongoing Nature of Representations All representations and warranties in this Section are made as of the Effective Date and are deemed remade continuously throughout the term of this Agreement. A breach of any representation or warranty in this Section that is not cured within five (5) business days of written notice shall constitute grounds for termination for cause under Section 10(C).

12. Term & Termination

(A) Term This Agreement shall commence on the Effective Date and shall continue until concluded by either party in accordance with this Section, unless earlier terminated pursuant to Section 10(C).

(B) Termination Without Cause Either party may conclude this Agreement without cause upon **fourteen (14) days'** prior written notice to the other party. Notice shall be delivered in accordance with Section 13 (D) and shall specify the intended conclusion date. During the notice period, Contractor shall continue to perform services and Company shall continue to compensate Contractor in accordance with this Agreement.

(C) Termination for Cause Either party may terminate this Agreement immediately upon written notice in the event of:

1. **Material Breach** — A material breach of any provision of this Agreement that remains uncured for **five (5) business days** after written notice identifying the breach in reasonable detail, except where the nature of the breach makes cure impossible;
 2. **Fraud or Misrepresentation** — Any act of fraud, material misrepresentation, or intentional deception by either party in connection with the services performed or the client accounts managed hereunder;
 3. **Reputational Harm** — Conduct by Contractor that is objectively damaging to Company's reputation, client relationships, or business interests, including but not limited to:
 - o Unauthorized representations about Company's products or services;
 - o Violations of applicable telemarketing, do-not-call, or consumer protection laws in connection with services performed hereunder; or
 - o Public statements, social media conduct, or communications with clients that materially misrepresent Company's brand, pricing, or service offerings;
 4. **Criminal Conduct** — Contractor's conviction of a felony directly related to the services performed under this Agreement; or
 5. **Insolvency** — Either party's filing for bankruptcy protection or general assignment for the benefit of creditors.
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(D) Post-Termination Compensation

(i) Termination Without Cause or Contractor Election If this Agreement is concluded without cause by either party, or by Contractor's election pursuant to Section 10(B), Contractor shall continue to receive residual commission on all Qualifying Accounts active as of the termination date for a period of **ninety (90) days** following the termination date (the "Wind-Down Period"), at the standard residual rate set forth in Section 5. Upon expiration of the Wind-Down Period, all residual

commission obligations shall cease unless otherwise agreed by the parties in a written amendment signed by both parties.

(ii) Termination for Cause — By Company If Company terminates this Agreement for cause pursuant to Section 10(C), residual commissions shall continue for a period of **thirty (30) days** following the termination date, solely as to commissions fully earned prior to the termination date pursuant to the Commission Trigger in Section 5.3. All residual commissions on accounts that had not satisfied the Commission Trigger as of the termination date are forfeited. No wind-down period shall apply.

(iii) Termination for Cause — By Contractor If Contractor terminates this Agreement for cause based on Company's material breach, Contractor shall continue to receive residual commissions on all Qualifying Accounts for so long as each account remains active, at the standard residual rate, as if the Agreement had concluded without cause. Company's breach shall not operate to reduce or forfeit Contractor's earned compensation.

(iv) No Further Compensation Except as expressly set forth in this Section, Contractor shall not be entitled to any additional compensation, severance, or payment of any kind following the termination date.

(E) Clawback Resolution Any Clawback amounts outstanding as of the termination date shall be resolved within the **ninety (90) day** Wind-Down Period as follows:

1. Company shall provide Contractor with a written Clawback reconciliation statement within **ten (10) business days** of the termination date, identifying all outstanding Clawback balances by client account;
2. Outstanding Clawback balances shall be offset against Wind-Down Period commissions as they are earned during the ninety (90) day period;
3. Any Clawback balance that cannot be fully offset against Wind-Down Period commissions shall be handled in accordance with Section 5.4(C); and
4. Upon expiration of the Wind-Down Period, all Clawback obligations shall be deemed resolved and neither party shall have any further claim against the other with respect to commission recoupment.

(F) Post-Termination Obligations Upon termination of this Agreement for any reason, Contractor shall:

1. Immediately cease representing Company in any capacity, including all sales, marketing, and client-facing activities;
2. Return or destroy all Company materials, Confidential Information, and proprietary resources in Contractor's possession within **five (5) business days** of the termination date, and certify such return or destruction in writing upon request;
3. Transition all active client account information, pipeline records, and open matters to Company's designated representative in an orderly manner within the same five (5) business day period;

4. Remove any Company branding, credentials, or affiliation from Contractor's marketing materials, social media profiles, and business communications; and
5. Honor all surviving obligations under this Agreement, including confidentiality, non-solicitation, and intellectual property provisions.

(G) Survival The following provisions shall survive termination of this Agreement for any reason: Section 5 (as to earned and vested compensation), Section 7 (Confidentiality), Section 9 (Residual Compensation); Section 10 (Intellectual Property), Section 12(E) (Clawback Resolution), Section 12(F) (Post-Termination Obligations); Section 11 (Contractor Representations), Section 8 (Non-Solicitation), Section 6 (Client Ownership) and Section 13__ (Governing Law and Dispute Resolution).

13. . Governing Law, Venue & Dispute Resolution

(A) Governing Law This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of law principles. The parties acknowledge that this Agreement is entered into in Florida and that the obligations hereunder are to be substantially performed in Florida.

(B) Venue & Jurisdiction

The parties irrevocably and unconditionally consent to the exclusive venue and personal jurisdiction of the courts situated in **Polk County, Florida** for any action or proceeding arising out of or related to this Agreement, including but not limited to:

- Enforcement of an arbitration award under Section 13(F);
- Emergency injunctive or equitable relief under Section 13(G);
- Any proceeding determined to be outside the scope of mandatory arbitration; and
- Any post-termination dispute regarding compensation, clawback, or intellectual property.

Each party expressly and irrevocably waives any objection to venue in Polk County, Florida on any basis, including inconvenient forum, lack of personal jurisdiction, or any other ground.

(C) Nationwide Enforceability The parties intend this Agreement to be enforceable throughout the United States. To the extent any provision of this Agreement conflicts with the mandatory laws of the jurisdiction in which Contractor is domiciled or primarily performs services, such provision shall be modified only to the minimum extent necessary to achieve compliance with applicable law. All remaining provisions shall continue in full force and effect without modification.

(D) Service of Process Each party consents to service of process by any method permitted under Florida law, including service by certified mail to the notice address designated on the signature page of this Agreement.

(E) Mandatory Pre-Dispute Resolution — Negotiation Prior to initiating any formal dispute resolution process, the parties shall attempt to resolve any dispute, claim, or controversy arising out of or related to this Agreement through good-faith direct negotiation, as follows:

1. The aggrieved party shall deliver written notice to the other party describing the dispute in reasonable detail, the relief sought, and the factual basis for the claim ("Dispute Notice");
2. The receiving party shall respond in writing within **seven (7) business days** of receipt of the Dispute Notice;
3. The parties shall meet in person, by telephone, or by video conference within **fourteen (14) days** of the Dispute Notice to attempt resolution; and
4. If the dispute is not resolved within **thirty (30) days** of the Dispute Notice, either party may proceed to mediation under Section 13(F).

Initiation of formal dispute resolution prior to completion of the negotiation process shall be grounds for an award of attorneys' fees against the initiating party, absent emergency circumstances requiring immediate equitable relief.

(F) Mediation If the parties are unable to resolve the dispute through negotiation within the timeframe set forth in Section 13(E), either party may submit the dispute to non-binding mediation before a single, mutually agreed upon mediator with experience in commercial contract disputes. If the parties cannot agree on a mediator within **ten (10) days** of the request, either party may request appointment of a mediator through the American Arbitration Association (AAA) or a Florida-certified mediator through the Tenth Judicial Circuit Mediation Program.

Mediation shall be conducted in **Polk County, Florida**, unless the parties mutually agree to an alternative format, including remote mediation by video conference. The cost of mediation shall be shared equally between the parties. Each party shall bear its own attorneys' fees in connection with mediation unless otherwise awarded.

Participation in mediation is a **condition precedent** to the initiation of arbitration under Section 12(F), except where emergency injunctive relief is sought under Section 12(G).

(G) Binding Arbitration If the dispute is not resolved through mediation within **forty-five (45) days** of the mediator's appointment — or such longer period as the parties may agree in writing — either party may submit the dispute to final and binding arbitration, subject to the following terms:

1. **Rules** — Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA), as modified by this Section;
2. **Arbitrator** — The arbitration shall be heard by a single arbitrator with no less than ten (10) years of experience in commercial contract disputes, selected through the AAA's standard appointment process;
3. **Seat** — Arbitration shall be seated in **Polk County, Florida**;

4. **Format** — The parties may conduct arbitration in person, by telephone, or by video conference, by mutual agreement or at the arbitrator's direction;
 5. **Discovery** — Discovery shall be limited to document exchange and no more than two (2) depositions per side, absent a showing of good cause to the arbitrator;
 6. **Award** — The arbitrator's award shall be in writing, shall state the basis for the award, and shall be final and binding on both parties. The award may be entered as a judgment in any court of competent jurisdiction, including the state and federal courts of Polk County, Florida;
 7. **Fees** — The prevailing party in arbitration shall be entitled to recover its reasonable attorneys' fees, arbitrator fees, and AAA administrative costs from the non-prevailing party;
 8. **Confidentiality** — All arbitration proceedings, submissions, and awards shall be confidential and shall not be disclosed to any third party except as required by law or to enforce the award.
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(H) Emergency Injunctive Relief Notwithstanding the negotiation, mediation, and arbitration requirements of this Section, either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction in Polk County, Florida, without prior notice to the other party, solely to prevent:

- Imminent, irreparable harm not adequately remedied by monetary damages;
- Unauthorized disclosure or misappropriation of Confidential Information;
- Breach or threatened breach of non-solicitation obligations; or
- Destruction, concealment, or dissipation of assets or evidence relevant to a pending dispute.

The seeking of emergency relief shall not waive, delay, or otherwise affect either party's obligation to submit the underlying dispute to negotiation, mediation, and arbitration in accordance with this Section. No bond shall be required as a condition of emergency injunctive relief unless required by applicable law.

(I) Class Action Waiver Each party irrevocably waives any right to participate in any class action, collective action, or representative proceeding arising out of or related to this Agreement, whether in arbitration or in court. All disputes shall be resolved on an individual basis only. This waiver is a material term of this Agreement, and any dispute resolution proceeding initiated in violation of this waiver shall be dismissed.

(J) Limitation on Claims Any claim arising out of or related to this Agreement must be brought within **two (2) years** of the date on which the aggrieved party knew or reasonably should have known of the facts giving rise to the claim, notwithstanding any longer limitations period that might otherwise apply under Florida law. This limitation does not apply to claims for indemnification, intellectual property infringement, or breach of confidentiality obligations, which shall be governed by the applicable statutory limitations period.

(K) Attorneys' Fees In any action, arbitration, or proceeding to enforce this Agreement or any provision hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The parties acknowledge that any fee-shifting provision in this Agreement is mutual and reciprocal, regardless of which party drafted such provision.

13. General Provisions

(A) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral.

(B) Amendments. This Agreement may only be amended by a written document signed by both parties. No amendment communicated solely through the Designated Channel or other informal means shall be effective unless separately memorialized in a written amendment signed by authorized representatives of both parties.

(C) Severability. If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to render it enforceable, consistent with the parties' original intent.

(D) Notices. Notices under this Agreement shall be in writing and delivered by: (i) email to the addresses provided by each party at signing, with confirmation of receipt; (ii) hand delivery; or (iii) nationally recognized overnight courier to the address set forth on the signature page. Email notice is effective upon confirmed receipt.

(E) Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid and binding to the same extent as original signatures under Florida's Electronic Signature Act, Fla. Stat. § 668.50.

(F) Waiver. No waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the waiving party. No waiver shall constitute a continuing waiver of the same or any other provision.

(G) Construction. This Agreement has been negotiated by parties with access to legal counsel. No provision shall be construed against either party as drafter. Headings are for convenience only and do not affect interpretation.

Signatures

By signing below, both parties agree to the terms and conditions of this Agreement.

Company Authorized Signature

Contractor Signature

Printed Name & Title

Printed Name

Date

Date