

## **OUTSIDE SALES INDEPENDENT CONTRACTOR AGREEMENT**

**EFFECTIVE DATE: [October \_\_, 2023]**

**THIS OUTSIDE SALES INDEPENDENT CONTRACTOR AGREEMENT** (the “*Agreement*”) is made as of the Effective Date set forth above by and between HR Business Support, LLC, a Florida LLC (“*Company*”) and the Outside Sales Independent Contractor named on the signature page hereto (“*Outside Sales Representative*”).

**1. Engagement of Services.** Outside Sales Representative acquire new accounts per attached description to this Agreement as **EXHIBIT A** (“*Outside Sales Assignment*”). Subject to the terms of this Agreement, the Outside Sales Representative will render the services set forth in Outside Sales Assignment(s) accepted by Outside Sales Representative, perform research and development, as well as sell Company’s HR service offerings in a B2B environment and as more particularly described in **EXHIBIT A** (the “*Outside Sales Assignment*”) by the completion dates set forth therein. The Outside Sales Representative will have exclusive control over the manner and means of performing the Services, including the choice of place and time. The Outside Sales Representative will provide, at the Outside Sales Representative’s own expense, a place of work and all equipment, tools, and other materials necessary to complete the Assignment; however, to the extent necessary to facilitate performance of the Assignment, Company may, in its discretion, make its equipment or facilities available to the Outside Sales Representative at the Outside Sales Representative’s request. While on the Company’s premises, the Outside Sales Representative agrees to comply with Company’s then-current access rules and procedures, including those related to safety, security and confidentiality. The Outside Sales Representative agrees and acknowledges that the Outside Sales Representative has no expectation of privacy with respect to Company’s telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that the Outside Sales Representative’s activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

**2. Compensation.** Company will pay the Outside Sales Representative the percentage set forth in **EXHIBIT A** for Services rendered pursuant to this Agreement as the Company’s Outside Sales Representative’s sole compensation for such Services. The Outside Sales Representative will be reimbursed only for expenses that have been approved in advance in writing by Company, provided the Outside Sales Representative has furnished such documentation for authorized expenses as Company may reasonably request. Payment of Outside Sales Representative’s commission fees and expenses will be in accordance with terms and conditions set forth in the applicable Outside Sales Assignment. Upon termination of this Agreement for any reason, the Outside Sales Representative will be paid fees on the basis stated in **EXHIBIT A** for work which has been completed. Payment to Outside Sales Representative of undisputed commission payouts will be due [30] days following Company’s receipt of clients payment for what the Outside Sales Representative sold in the form of an invoice that contains accurate records of all accounts fully executed to document the invoiced commission payout.

**3. Independent Contractor Relationship.** The Outside Sales Representative’s relationship with Company is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Company and any of Outside Sales Representative’s employees or agents. The Outside Sales Representative is not authorized to make any representation, contract or commitment on behalf of Company.

The Outside Sales Representative and/or his/her employees will not be entitled to any of the benefits that Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Company will not be responsible for withholding or

paying any income, payroll, Social Security, or other federal, state, or local taxes, making insurance contributions, including for unemployment or disability, or obtaining worker's compensation on Outside Sales Representative's behalf. Outside Sales Representative is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Outside Sales Representative is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Outside Sales Representative's compensation will be subject to withholding by Company for the payment of any social security, federal, state or any other employee payroll taxes. Company will regularly report amounts paid to Outside Sales Representative by filing Form 1099-MISC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Outside Sales Representative is reclassified as an employee of Company, or any affiliate of Company, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Outside Sales Representative agrees that Outside Sales Representative will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Company.

**4. Confidential Information.** Outside Sales Representative agrees that during the term of this Agreement and thereafter it will not use or permit the use of Company's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and will not disclose such Confidential Information to any third parties except as set forth in Section 5 below.

**"Confidential Information"** as used in this Agreement shall mean all information disclosed by Company to Outside Sales Representative, whether during or before the term of this Agreement, that is not generally known in the Company's trade or industry and shall include, without limitation:

- (a) concepts and ideas relating to the development and sell of HR services in any medium or to the current, future and proposed services of Company or its subsidiaries or affiliates;
- (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents;
- (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers;
- (d) existence of any business discussions, negotiations or agreements between the parties; and
- (e) any information regarding the skills and compensation of employees, contractors or other agents of Company or its subsidiaries or affiliates.

Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Company or Consultant in the course of Company's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Outside Sales Representative, (y) is disclosed to Outside Sales Representative by a third party without restrictions on disclosure, or (z) was in Outside Sales Representative's lawful possession prior to the disclosure and was not obtained by Outside Sales Representative either directly or indirectly from Company.

Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Outside Sales Representative agrees to provide written notice of any such order to an authorized officer of the Company within 3 business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

Notwithstanding the foregoing nondisclosure obligations, pursuant to the Defend Trade Secrets Act of 2016 ("DTSA"), 18 U.S.C. Section 1833(b):

(a) Outside Sales Representative shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made:

(i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the Company's trade secrets to your attorney and use the trade secret information in the court proceeding if you:

(i) file any document containing the trade secret under seal; and

(ii) do not disclose the trade secret, except pursuant to court order.

**5. Intellectual Property Rights.** The Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to the deliverables set out in **Exhibit A** (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively "**Work Product**") including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein. Outside Sales Representative agrees that the Work Product is hereby deemed "work made for hire" as defined in 17 U.S.C. § 101 for the Company and all copyrights therein automatically and immediately vest in the Company. If, for any reason, any Work Product does not constitute "work made for hire," Outside Sales Representative hereby irrevocably assigns to the Company, for no additional consideration, his or her entire right, title, and interest throughout the world in and to such Work Product, including all Intellectual Property Rights therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

**6. Outside Sales Representative's Employees, Consultants and Agents.** Outside Sales Representative will ensure that each of its employees, consultants and agents who will have access to any Confidential Information or perform any Sales Services has entered into a binding written agreement that is expressly for the benefit of Company and protects Company's rights and interests to at least the same

degree as Section 10. Company reserves the right to refuse or limit Outside Sales Representative's use of any employee, consultant or agent or to require Outside Sales Representative to remove any employee, consultant or agent already engaged in the performance of the Sales Services. Company's exercise of such right will in no way limit Outside Sales Representative's obligations under this Agreement.

**7. No Conflict of Interest.** You may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with the Company or in violation of Section 10 of this Agreement.

**8. Representations and Warranties.** Outside Sales Representative represents and warrants to the Company that:

(a) Outside Sales Representative has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of his or her obligations in this Agreement;

(b) Outside Sales Representative is entering into this Agreement with the Company and his or her performance of the Services do not and will not conflict with or breach or default under any other agreement to which Outside Sales Representative is subject;

(c) Outside Sales Representative has the required skill, experience, and qualifications to perform the Services, Outside Sales Representative shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and Outside Sales Representative shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) Outside Sales Representative shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services;

(e) The Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and

(f) All Work Product is and shall be your original work (except for material in the public domain or provided by the Company) and, do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

**9. Termination.**

**9.1** Outside Sales Representative may terminate this Agreement with or without cause upon 15 calendar days' written notice to the Company. In the event of termination pursuant to this clause, the Company shall pay Outside Sales Representative in accordance with Section 2 of this Agreement and Exhibit A for services and sales completed up to and including the date of such termination. A service and sale is considered completed only when payment is received by Company. Accordingly, if payment has not yet been received as of the date of termination, Outside Sales Representative shall not be considered to have completed the services and/or sales and, thus, shall not receive compensation for that service and/or sale.

**9.2** The Company may terminate this Agreement with or without cause with written notice to Outside Sales Representative. In the event of termination pursuant to this clause, the Company shall pay Outside Sales Representative in accordance with Section 2 of this Agreement and Exhibit A for services and sales completed up to and including the date of such termination.

**9.3** Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, Outside Sales Representative shall, within 5 calendar days after such expiration or termination:

- (a) deliver to the Company all materials, equipment, and other property provided for Outside Sales Representative's use by the Company;
- (b) deliver to the Company all tangible documents and other media, including any copies containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently erase all Confidential Information from your computer or other electronic systems; and
- (d) certify in writing to the Company that Outside Sales representative has complied with the requirements of this clause.

**9.4** The terms and conditions of this clause and Section 3, Section 4, Section 5, Section 7, Section 8, Section 9, Section 10, Section 12, Section 13, Section 14, Section 15, Section 17, and Section 18 shall survive the expiration or termination of this Agreement.

**10. Noninterference with Business.** Outside Sales Representative agrees that during the Term of this Agreement, Outside Sales Representative will not, without Company's express written consent, either directly or indirectly engage in any employment or business activity that is competitive with, or would otherwise conflict with the Services rendered to, or that would otherwise interfere with the business of, the Company.

**10.1 Non-Competition.** Because of Company's legitimate business interest as described in this Agreement and the good and valuable consideration offered to the Outside Sales Representative, the receipt and sufficiency of which is acknowledged, during Outside Sales Representative's term and for ninety (90) days after the last day of the Outside Sales Representative's relationship with the Company (the "**Restricted Non-Competition Period**"), the Outside Sales Representative agrees and covenants not to engage in Prohibited Activity throughout the United States ("**Restricted Territory**") as it is recognized that the Company has employees, independent contractors, and/or clients throughout the United States.

For purposes of this non-compete clause, "**Prohibited Activity**" is activity in which the Outside Sales Representative contributes the Outside Sales Representative's knowledge, directly or indirectly, in whole or in part, as an Independent Contractor, employee, employer, owner, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business as the Company, including those engaged in the business of human resources services within the Restricted Territory. Prohibited Activity also includes activity that may require or inevitably require the use or disclosure of trade secrets, proprietary information, or Confidential Information.

Nothing in this Agreement shall prohibit Outside Sales Representative from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Outside Sales Representative is not a controlling person of, or a member of a group that controls, such corporation.

This Section does not, in any way, restrict or impede the Outside Sales Representative from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying

with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. The Outside Sales Representative shall provide written notice within three (3) business days of any such order to the Company.

**10.2 Non-Solicitation of Employees/Independent Contractors.** Outside Sales

Representative understands and acknowledges that the Company has expended and continues to expend significant time and expense in recruiting and training its employees and Independent Contractors and that the loss of employees or independent contractors would cause significant and irreparable harm to the Company. The Outside Sales Representative agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee or independent contractor of the Company (collectively "**Covered Employee**"), or induce the termination of employment of any Covered Employee, for a period of one (1) year, beginning on the last day of the Outside Sales Representative's relationship with the Company (the "**Restricted Non-Solicitation Period**"), regardless of the reason for the termination, whether voluntary or involuntary during the Restricted Non-Solicitation Period.

This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, Twitter, TikTok, and any other social media platform, whether or not in existence at the time of entering into this Agreement. However, it will not be deemed a violation of this Agreement if the Outside Sales Representative merely updates the Outside Sales Representative's LinkedIn profile or connects with a Covered Employee on Facebook, LinkedIn, or other social media platform without engaging in any other substantive communication, by social media or otherwise, that is prohibited by this non-solicitation provision.

**10.3 Non-Solicitation of Clients and Customers.** Outside Sales Representative

understands and acknowledges that because of the Outside Sales Representative's experience with and relationship to the Company, the Outside Sales Representative will have/has had and will continue to have access to and will learn/has learned and will continue to learn about much or all of the Company's Client and Customer Information, including, but not limited to, Confidential Information. "**Client and Customer Information**" includes, but is not limited to, names, phone numbers, addresses, email addresses, order history, service history, order preferences, service preferences, wellness plans, wellness preferences, chain of command, pricing information, and other information identifying facts and circumstances specific to the customer and relevant to wellness services.

Outside Sales Representative understands and acknowledges that: (i) the Company's relationships with its clients and customers is of great competitive value; (ii) the Company has invested and continues to invest substantial resources in developing and preserving its client and customer relationships and goodwill; and (iii) the loss of any such client and customer relationship or goodwill will cause significant and irreparable harm to the Company.

Outside Sales Representative agrees and covenants, that during the Restricted Non-Solicitation Period, regardless of the reason for the termination, whether voluntary or involuntary not to directly or indirectly solicit, contact, or attempt to solicit or contact, using any other form of oral, written, or electronic communication, including, but not limited to, email, regular mail, express mail, telephone, fax, or instant message, or social media, including but not limited to Facebook, LinkedIn, Instagram, Twitter, TikTok, or any other social media platform, whether or not in existence at the time of entering into this agreement, or meet with the Company's current, former, or prospective clients and customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company.

**10.4 Non-Disparagement.** Outside Sales Representative agrees and covenants that the Outside Sales Representative will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company or its business, or any of its employees, independent contractors, officers, managers, existing and prospective clients or customers, suppliers, investors, or other associated third parties.

**11. Indemnification.** Outside Sales Representative shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Outside Sales Representative's acts or omissions; or
- (b) Outside Sales Representative's breach of any representation, warranty, or obligation under this Agreement.

**12. Successors and Assigns.** Outside Sales Representative may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

**13. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or such other address as either party may specify in writing.

**14. Governing Law; Arbitration.** This Agreement shall be exclusively governed in all respects by the laws of the United States of America and by the laws of the State of Florida, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of a sole arbitrator. The seat of the arbitration will be Boca Raton, Florida. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

Arbitration shall proceed only on an individual basis. The Parties waive all rights to have their disputes heard or decided by a jury or in a court trial and the right to pursue any class or collective claims against each other in court, arbitration, or any other proceeding. Each party shall only submit their own individual claims against the other and will not seek to represent the interests of any other person. The arbitrator shall have no jurisdiction or authority to compel any class or collective claim, or to consolidate different arbitration proceedings with or join any other party to an arbitration between the Parties unless upon express mutual agreement of the Parties. The arbitrator, not any court, shall have exclusive authority

to resolve any dispute relating to the enforceability or formation of this Agreement and the arbitrability of any dispute between the Parties, except for any dispute relating to the enforceability or scope of the class and collective action waiver, which shall be determined by a court of competent jurisdiction.

**15. Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**16. Waiver.** The waiver by Company of a breach of any provision of this Agreement by Outside Sales Representative shall not operate or be construed as a waiver of any other or subsequent breach by Outside Sales Representative.

**17. Injunctive Relief for Breach.** Outside Sales Representative's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law; and, in the event of such breach, Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Outside Sales Representative for Company; *provided, however*, that in the event of any conflict between the terms of this Agreement and any Outside Sales Assignment, the terms of the applicable Outside Sales Assignment will control. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

**19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

**20. Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Outside Sales Representative hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

The parties have executed this Agreement as of the Effective Date.

**COMPANY:**

**HR BUSINESS SUPPORT, LLC.**

By: \_\_\_\_\_

Name: Felix Hamel, Managing Partner, or  
Cedric Leboeuf, Principal Partner

Address: 1511 SE 12<sup>th</sup> Court  
Deerfield Beach, FL 33441

**OUTSIDE SALES REPRESENTATIVE:**

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[NAME]  
[ID / SS Number: \_\_\_\_]

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Signature

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Title (if applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT A**

### **OUTSIDE SALES REPRESENTATIVE ASSIGNMENT UNDER OUTSIDE SALES INDEPENDENT CONTRACTOR AGREEMENT**

**DATED: [October \_\_, 2023]**

#### **THE OUTSIDE SALES REPRESENTATIVE'S ACTIVITIES:**

The Outside Sales Representative shall execute the selling of HR services on behalf of the Company, including, without limiting the generality of the foregoing:

- A.** Drive company revenue growth
- B.** Develops and executes a clearly defined strategy that drives revenue growth and supports the delivery of best-in-class client focused human resources services.
- C.** Ultimate goal is to grow Company's revenue streams as well as expand and broaden Company's appeal to new and diverse market segments throughout the south Florida market and beyond.
- D.** Promote and sell Company's human resources services.
- E.** Continuously develop and enhance product knowledge to effectively articulate the value and capabilities of Company services.

#### **SALES COMMISSION PLAN:**

##### **Year 1 Commission Structure:**

The Outside Sales Representative will receive a 10% commission on all gross revenue generated.

- Commissions will be paid on a monthly basis.
- Commission payout will be made within 30 days once HR Support USA receives payment from client.

##### **Bonus Structure for Year 1 based on gross revenue milestones:**

The Outside Sales Representative will receive a \$2,500 bonus after generating \$50,000 in gross revenue.

- This \$2,500 bonus may be drawn after 3 weeks in the role, meaning, paid out in advance.
- Once the Outside Sales Representative reaches the \$50,000 gross revenue milestone, he/she will repay to the Company the advance payment of \$2,500.
- The Outside Sales Representative will receive subsequent \$2,500 bonuses every time they bring in an additional \$50,000 in gross revenue referenced as “\$50K gross revenue milestone.”

To remain active as an Outside Sales Representative for the Company, the Outside Sales Representative must generate a minimum of \$300,000 in gross revenue during the first year.

##### **Year 2 Commission Structure:**

In the second year, the Outside Sales Representative will be eligible for a 1% commission on all renewal/upsell gross revenue resulting from previously acquired contracts/clients.

In order to unlock this 1% commission structure, the Outside Sales Representative must generate \$500,000 in gross revenue during the second year.

### **Commission payout once agreement is terminated:**

In the event that the agreement is terminated, the earning of commissions will cease effective immediately. A service and sale is considered completed only when payment is received by Company. Accordingly, if payment has not yet been received as of the date of termination, Outside Sales Representative shall not be considered to have completed the services and/or sales and, thus, shall not receive compensation for that service and/or sale.

This commission plan is intended to incentivize the Outside Sales Representative to generate significant revenue for the Company in the first year, with the opportunity for recurring commissions in the second year based on renewals. It also includes a performance bonus structure to reward the Outside Sales Representative for achieving specific revenue milestones.

### **FORM OF PAYMENT:**

Payments shall be made to the Outside Sales Representative's bank account denominated in US dollars, identified as follows:

Name:

Account Number:

Branch office:

Bank Name:

SWIFT code:

The Outside Sales Representative shall invoice Company monthly for sales services and expenses and shall provide such reasonable receipts or other documentation of expenses as Company might request.

Payment terms: net 30 days from receipt of invoice. Company will be invoiced on the first day of each month for sales services rendered based on client's payment to Company and expenses incurred during the previous month.

### **ADDITIONAL AGREEMENTS**

- A.** The Outside Sales Representative is obliged to perform his tasks by the partial and final deadlines that the Company will formally notify him in writing (letter and/or e-mail). The parties agree that for this purpose only the notifications in writing sent by Mr. Felix Hamel or Mr. Cedric Leboeuf are valid to specify deadlines to be fulfilled by the Outside Sales Representative.
- B.** In the course of performing, the Outside Sales Representative assignment he is obliged:
  - to communicate with the designated representative of the Company at least once every week.
  - to acknowledge receipt of any Company's request within 48h working hours
  - to deliver the specified documents and carry out the agreed tasks within the set deadline. If tasks cannot be carried out within the set deadline, it is the Outside Sales Representative's responsibility to promptly inform the Company of any potential delays.

The parties have executed this Outside Sales Assignment as of the date first written above.

**COMPANY:**

**HR BUSINESS SUPPORT, LLC.**

By: \_\_\_\_\_

Name: Felix Hemel  
Title: Managing Partner

Address: 1511 SE 12<sup>th</sup> Court  
Deerfield Beach, Fl 33441

**OUTSIDE SALES REPRESENTATIVE:**

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[NAME]  
[EID/SS Number: \_\_\_\_\_]

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Signature

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Title (if applicable)

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**ASSIGNMENT OF OWNERSHIP**

For good and valuable consideration that has been received, the undersigned assigns and transfers to Company and its successors and assigns, the ownership of acquired accounts, which were generated and acquired by:

## **OUTSIDE SALES REPRESENTATIVE:**

Name of Outside Sales Representative  
(Please Print)

## Signature

**Title (if applicable)**

STATE OF FLORIDA )  
                        ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal.

**Signature of Notary Public**

My commission expires on: \_\_\_\_\_