

INDEPENDENT CONTRACTOR SALES REPRESENTATIVE AGREEMENT

This Independent Contractor Sales Representative Agreement ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between:

Higney International LLC, a Florida limited liability company, doing business as "HI Custom Contract," with its principal place of business at 1720 Harrison St, Suite 16A, Hollywood, FL 33020 ("Company"),

and

Michael Sin, an individual ("Contractor").

Company and Contractor are each a "Party" and collectively the "Parties."

1. ENGAGEMENT AND ROLE

1.1 Appointment. Company hereby engages Contractor as a non-exclusive Independent Sales Representative for sales and business development activities on behalf of the Company.

1.2 Scope. Contractor shall identify, develop, and close sales opportunities for Company's products and services, including custom-manufactured furniture and fixtures, and resale of branded products (e.g., Tuuci, Brown Jordan).

1.3 Territory. Contractor's primary territory shall be **South Florida, the Caribbean, and Latin America** ("Territory"). Contractor may pursue opportunities outside the Territory with prior written approval from Company.

1.4 Non-Exclusive. This engagement is non-exclusive. Company reserves the right to engage additional sales representatives and to pursue business directly within the Territory.

2. INDEPENDENT CONTRACTOR STATUS

2.1 Relationship. Contractor is an independent contractor and not an employee, partner, agent, or joint venturer of Company. Nothing in this Agreement creates an

employment relationship.

2.2 Taxes. Contractor is solely responsible for all federal, state, and local taxes, including self-employment taxes. Company will issue a Form 1099 for compensation paid. Contractor shall provide a completed W-9 prior to receiving any payment.

2.3 No Benefits. Contractor is not entitled to any employee benefits, including but not limited to health insurance, retirement plans, paid time off, or workers' compensation.

2.4 Method and Manner. Contractor controls the method, manner, and means of performing services, subject to the professional standards outlined herein.

3. COMPENSATION

3.1 Commission — Manufacturing and Custom Deals. Contractor shall earn a commission of **twelve percent (12%)** on gross invoiced amounts for manufacturing and custom deals, up to a cumulative total of **One Million Dollars (\$1,000,000)** in gross invoices per calendar year. For gross invoices exceeding \$1,000,000 in a calendar year, the commission rate shall be **ten percent (10%)** on amounts above that threshold.

3.2 Commission — Reselling Deals. For deals involving resale of third-party branded products (e.g., Tuuci, Brown Jordan), Contractor shall earn a commission of **seven percent (7%)** on gross invoiced amounts.

3.3 Payment Terms. Commissions shall be payable within **thirty (30) days** of Company's receipt of payment from the client.

3.4 Commission Statements. Company shall provide Contractor with monthly commission statements reflecting sales, payments received, and commissions earned.

3.5 Discretionary Salary Advance. At Company's sole discretion, Company may provide Contractor with a salary advance of up to **twenty-five percent (25%)** of Contractor's total commissions earned during the prior twelve (12) months. Any such advance shall be deducted from future commission payments. Company is under no obligation to offer or continue any advance.

3.6 Disputes. Any commission dispute must be raised in writing within thirty (30) days of receipt of the applicable commission statement.

4. EXPENSES

- 4.1 Contractor-Provided.** Contractor shall provide, at Contractor's own expense: personal transportation, mobile phone, computer, and any other tools or equipment needed to perform services.
- 4.2 Company-Provided.** Company shall provide Contractor with: marketing materials, CRM system access, and lead support as reasonably available.
- 4.3 Reimbursable Expenses.** Company shall reimburse Contractor for reasonable business expenses that are **pre-approved in writing** by Company. Contractor shall submit expense reports with supporting receipts within thirty (30) days of incurring the expense.

5. CONTRACTOR OBLIGATIONS

- 5.1 Professional Standards.** Contractor shall conduct all business activities in a professional manner consistent with the reputation and brand standards of Higney International.
- 5.2 Reporting.** Contractor shall participate in bi-weekly check-ins with Company and provide regular updates on pipeline activity, client communications, and deal status.
- 5.3 CRM.** Contractor shall log all leads, client interactions, and deal progress in Company's CRM system in a timely manner.
- 5.4 Compliance.** Contractor shall comply with all applicable laws and regulations in the performance of services under this Agreement.

6. LEADS AND CLIENT DATA

- 6.1 Company Property.** All leads, client lists, CRM data, prospect information, and related business data developed or obtained by Contractor during the term of this Agreement are and shall remain the exclusive property of Company.
- 6.2 Return of Data.** Upon termination of this Agreement, Contractor shall promptly return or destroy all Company data, materials, and property in Contractor's possession.

7. CONFIDENTIALITY

7.1 Confidential Information. Contractor acknowledges that during the course of this engagement, Contractor will have access to confidential and proprietary information of Company, including but not limited to: client lists, pricing structures, manufacturer relationships, cost structures, business strategies, and proprietary processes ("Confidential Information").

7.2 Non-Disclosure. Contractor shall not disclose, use, or permit the use of any Confidential Information for any purpose other than performing services under this Agreement, both during and after the term of this Agreement.

7.3 Survival. This confidentiality obligation shall survive termination of this Agreement indefinitely.

8. RESTRICTIVE COVENANTS

8.1 Non-Solicitation. For a period of **one (1) year** following termination of this Agreement, Contractor shall not directly or indirectly solicit, contact, or attempt to do business with any client or prospective client of Company with whom Contractor had contact during the term of this Agreement.

8.2 Non-Compete. For a period of **one (1) year** following termination of this Agreement, Contractor shall not directly or indirectly engage in, own, manage, operate, or provide sales services to any business that directly competes with Company in hospitality FF&E (furniture, fixtures, and equipment) within the Territory.

8.3 Reasonableness. The Parties agree that the scope, duration, and geographic limitations of these restrictive covenants are reasonable and necessary to protect Company's legitimate business interests.

9. TERM AND TERMINATION

9.1 Initial Term. This Agreement shall commence on the Effective Date and continue for a period of **one (1) year** ("Initial Term").

9.2 Renewal. Following the Initial Term, this Agreement shall automatically renew on a **month-to-month** basis unless terminated by either Party.

9.3 Termination. Either Party may terminate this Agreement at any time by providing **thirty (30) days' written notice** to the other Party.

9.4 Tail Commissions. Upon termination, Contractor shall remain entitled to commissions on any deals that were substantially developed or closed by Contractor during the term of this Agreement, provided that the client's payment is received by Company within **six (6) months** following the effective date of termination.

9.5 Post-Termination Obligations. Upon termination, Contractor shall: (a) return all Company property and Confidential Information; (b) cooperate in transitioning active client relationships; and (c) comply with the restrictive covenants set forth in Section 8.

10. INDEMNIFICATION

10.1 Contractor shall indemnify and hold harmless Company from any claims, damages, or liabilities arising from Contractor's negligence, willful misconduct, or breach of this Agreement.

10.2 Company shall indemnify and hold harmless Contractor from any claims, damages, or liabilities arising from Company's negligence, willful misconduct, or breach of this Agreement.

11. GENERAL PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of Florida**, without regard to conflict of law principles.

11.2 Dispute Resolution. Any dispute arising under this Agreement shall first be submitted to good-faith mediation. If mediation is unsuccessful, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in Broward County, Florida.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, and agreements relating to the subject matter hereof.

11.4 Amendments. This Agreement may only be amended in writing signed by both Parties.

11.5 Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

11.6 Assignment. Contractor may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to any successor or affiliate.

11.7 Notices. All notices under this Agreement shall be in writing and delivered by email, certified mail, or hand delivery to the addresses set forth above.

11.8 Waiver. Failure by either Party to enforce any provision shall not constitute a waiver of that provision or any other provision.

HIGNEY INTERNATIONAL LLC

Signature: _____

Name: Peter Higney

Title: CEO / Managing Member

Date: _____

CONTRACTOR

Signature: _____

Name: Michael Sin

Date: _____