



# TRIVOX SOLUTIONS LLC

## Independent Contractor Agreement

This Independent Contractor Agreement (“*Agreement*”) is made and entered into as of \_\_\_\_\_ (“*Effective Date*”) by and between **Trivox Solutions LLC**, a Florida limited liability company (“*Company*”), and \_\_\_\_\_, an independent contractor (“*Contractor*”). The Company and Contractor may be referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

WHEREAS, the Company provides administrative, technical, and support services to a network of independent contractors who provide call center and customer support services to third-party clients (“*Clients*”) through the Arise Virtual Solutions, Inc. (“*Arise*”) platform;

WHEREAS, the Contractor is an independently established business with the expertise and resources to provide such services;

WHEREAS, the Company desires to retain the Contractor to provide services to Clients on the Arise platform, and the Contractor desires to provide such services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

## **1. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Parties expressly agree that the Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the Company, Arise, or any Client. The Company shall not have the right to control, and shall not control, the manner or method by which the Contractor performs the services.

**No Employment Status:** The Contractor is not an employee and is not entitled to any employee benefits, including, but not limited to, health insurance, paid vacation, sick leave, retirement plans, or unemployment insurance.

**Taxes:** The Contractor is solely responsible for the payment of all applicable federal, state, and local taxes arising from compensation paid hereunder, including estimated taxes and self-employment taxes. The Company will not withhold any taxes from payments to the Contractor and will report payments on IRS Form 1099, as required by law.

**Expenses and Equipment:** The Contractor shall furnish, at the Contractor's own expense, all tools, materials, equipment, and resources necessary to perform the services, including, but not limited to, a computer, headset, internet service, and a dedicated telephone line. The Company will not reimburse the Contractor for any business-related expenses.

**Risk of Loss:** The Contractor acknowledges that they operate an independent business and assume the risk of profit or loss in connection with their services.

**No Exclusivity:** The Contractor retains the right to perform services for other businesses and clients, including competitors of the Company or its Clients, and is not required to work exclusively for the Company.

## 2. SCOPE OF SERVICES & PERFORMANCE STANDARDS

**Statement of Work (SOW):** The specific services, deliverables, client requirements, and compensation rates shall be detailed in one or more Statements of Work (“SOW”) executed by both Parties. Each SOW is incorporated into this Agreement by reference.

**Performance Standards:** The Contractor agrees to perform all services in a professional and workmanlike manner, consistent with industry best practices. The Contractor must meet or exceed all performance metrics, quality standards, and service-level agreements (SLAs) as required by the Client and communicated through the SOW or other official channels.

**Quality Control:** The Contractor acknowledges that the Company and/or the Client may monitor and review performance to ensure compliance with quality standards. The Contractor agrees to participate in coaching or enhancement sessions offered to improve performance. Failure to consistently meet performance standards may be considered a material breach of this Agreement.

## 3. COMPENSATION & FEES

**Service Fees:** In consideration of the administrative and support services provided by the Company, the Contractor agrees to pay the Company a flat administrative fee of \$50.00 per pay period. This fee will be deducted directly from the Contractor’s earnings.

**Platform Fees:** The Contractor is responsible for the Arise platform usage fee of \$19.75 per pay period, which will be deducted from the Contractor’s earnings and remitted to Arise.

**Payment:** Compensation is based on performance metrics as defined in the SOW (e.g., per-call or per-minute rate). Payments are processed semi-monthly. The Company shall distribute payment to the Contractor on or around the 1st and 15th of each month for the preceding invoice periods (16th through the end of the month, and 1st through the 15th, respectively).

#### 4. TERM & TERMINATION

**Term:** This Agreement shall commence on the Effective Date and shall continue until terminated by either Party.

**Termination Without Cause:** Either Party may terminate this Agreement at any time, for any reason or no reason, by providing thirty (30) days' written notice to the other Party.

**Termination for Cause:** The Company may terminate this Agreement immediately and without prior notice for any material breach by the Contractor, including, but not limited to:

- I. Violation of the confidentiality or nondisclosure provisions;
- II. Failure to meet essential performance metrics as defined in the SOW for a sustained period;
- III. Breach of Company, Arise, or Client policies, procedures, or codes of conduct;
- IV. Any act of fraud, theft, dishonesty, or willful misconduct.

**Early Termination Fee:** If the Contractor terminates this Agreement or a specific SOW prior to completion of the SOW's minimum term, the Contractor shall be liable for an early termination fee of \$150.00 to cover administrative costs. This fee will be deducted from the Contractor's final payment. If the final payment is insufficient to cover the fee, the Contractor agrees to pay the remaining balance within thirty (30) days. If the Contractor fails to pay the remaining balance within ninety (90) days, the debt will be sent to collections

#### 5. CONFIDENTIALITY & NONDISCLOSURE

**Definition:** "*Confidential Information*" includes, but is not limited to, all non-public information related to the business of the Company, Arise, or its clients, including customer data, client lists, business practices, financial information, proprietary software, security protocols, and any other information designated as confidential.

**Obligation:** The Contractor agrees not to use, disclose, or distribute any Confidential Information for any purpose other than the performance of services under this Agreement. This obligation shall survive the termination of this Agreement indefinitely.

**Return of Information:** Upon termination of this Agreement, the Contractor shall immediately return or destroy all materials containing Confidential Information and certify such destruction in writing.

## **6. COMPLIANCE WITH REGULATIONS**

The Contractor shall, at all times, comply with all applicable rules, regulations, policies, and codes of conduct of the Company, Arise Virtual Solutions, Inc., and the specific Client program(s) to which the Contractor is providing services. A breach of these regulations constitutes a material breach of this Agreement.

## **7. INDEMNIFICATION & LIMITATION OF LIABILITY**

**Indemnification:** The Contractor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or in any way connected with the Contractor's performance of services, negligence, willful misconduct, or breach of any term of this Agreement.

**Limitation of Liability:** In no event shall the Company be liable for any lost profits or any indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement, even if the Company has been advised of the possibility of such damages. The Company's total liability under this Agreement shall not exceed the total amount of service fees paid by the Contractor to the Company in the six (6) months preceding the claim.

## 8. DISPUTE RESOLUTION

**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-laws principles.

**Negotiation:** The Parties agree to first attempt to resolve any dispute arising out of this Agreement through good-faith negotiation for a period of thirty (30) days.

**Binding Arbitration:** If negotiation fails, any dispute or claim shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Pinellas County, Florida. The arbitrator's decision shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

## 9. NON-SOLICITATION

For a period of five (5) years following the termination of this Agreement, the Contractor shall not, directly or indirectly, recruit, solicit, or induce any other independent contractor affiliated with the Company to terminate their relationship with the Company.

## 10. GENERAL PROVISIONS

**Entire Agreement:** This Agreement, including all SOWs, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements concerning the subject matter hereof.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

**Notices:** All notices required or permitted under this Agreement shall be in writing and delivered to the addresses specified by the Parties.

**Acknowledgment:** The Contractor acknowledges that they have had the opportunity to read this Agreement, understand its terms, and have been advised to seek independent legal counsel before signing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.


**CONTRACTOR**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

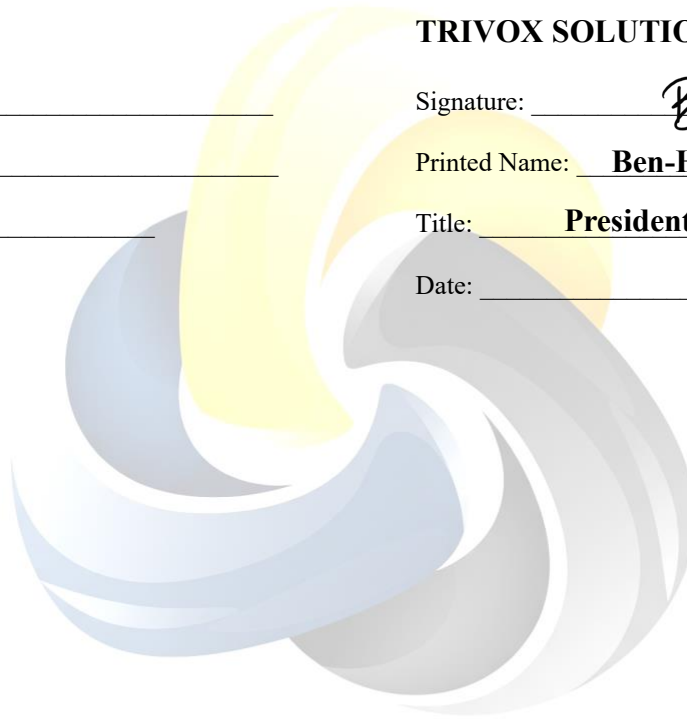
**TRIVOX SOLUTIONS LLC**

Signature: \_\_\_\_\_ 

Printed Name: **Ben-Hurr Francois**

Title: **President**

Date: \_\_\_\_\_



**Trivox**  
SOLUTIONS