CLOSER PILOT AI LLC – REPRESENTATIVE AGREEMENT PACKET

INDEPENDENT CONTRACTOR AGREEMENT (ICA)

This Agreement is entered into as of _____**[Date]**, by and between **Closer Pilot AI LLC** ("Company") and the undersigned independent contractor ("Representative").

1. Engagement

The Company engages Representative to provide sales and related services for the promotion of Closer Pilot AI's products and services. The Representative accepts the engagement on the terms set forth herein.

2. Independent Contractor Status

- Representative is an independent contractor, not an employee.
- Representative is responsible for all federal, state, and local taxes, insurance, and licenses.
- Representative is not entitled to Company benefits (healthcare, unemployment, workers' comp, etc.).

3. Duties & Performance

Representative shall:

- Prospect, present, and close new business using ethical practices.
- Follow all compliance and brand guidelines provided by the Company.
- Maintain accurate records of prospects, leads, and closed deals.
- Avoid misconduct, misrepresentation, or illegal activity.

4. Compensation

Representative shall receive commissions as outlined in **Exhibit A** attached hereto.

5. Advances & Housing

- Any advances, incentives, or prepayments are not guaranteed income and must be repaid if Representative does not complete the agreed service term.

- If housing, lodging, or other costs are fronted by the Company or Team Leader, Representative remains personally liable for repayment of such expenses, even if the Agreement terminates early.

6. Confidentiality & Intellectual Property

- "Confidential Information" includes customer lists, pricing, marketing strategies, training manuals, scripts, AI workflows, and all other proprietary materials.
- Representative will not disclose or use Confidential Information except to perform authorized services.
- All work product, sales materials, or intellectual property created in the course of providing services shall belong exclusively to Closer Pilot AI LLC.
- Representative agrees to return all Confidential Information immediately upon termination.

7. Non-Competition & Non-Solicitation

During this Agreement and for twelve (12) months after termination, Representative shall not:
a) directly compete with Closer Pilot AI LLC within **500 miles** of Company's service areas;
b) solicit Company clients to reduce or terminate their business with the Company;
c) induce Company staff, contractors, or representatives to leave the Company.

Breach of this section shall entitle the Company to injunctive relief and **$25,000 liquidated damages**, or 1.5x lost revenue tied to the violation, whichever is greater.

8. Term & Termination

- This Agreement shall remain in effect for twelve (12) months from the Start Date, unless earlier terminated.
- Either party may terminate this Agreement with fifteen (15) days' written notice.
- The Company may terminate immediately for misconduct, breach, or non-performance.
- Upon termination, Representative forfeits unpaid commissions for sales closed in the thirty (30) days prior to termination if termination is for cause.

9. Dispute Resolution / Arbitration

- Except for injunctive relief claims, all disputes shall be resolved by binding arbitration under the Federal Arbitration Act.
- Venue shall be **Franklin County, Ohio**.
- No class actions or representative actions are permitted.

10. General Provisions

- Governing Law: Ohio.
- This Agreement is the full and complete agreement between the parties.

- Amendments must be in writing and signed by both parties.
- The prevailing party in any dispute is entitled to recover attorneys' fees and costs.

Executed as of the Effective Date:

Closer Pilot AI LLC

By: _____

Name: _____

Title: _____

Date: _____

Independent Contractor (Representative)

Signed: _____

Name: _____

Date: _____

EXHIBIT A – COMPENSATION, HOUSING, & OTHER TERMS

1. Commission Structure

Representative shall earn **fifty percent (50%) of Net Profit** actually received by **Closer Pilot AI LLC** from clients obtained through Representative's direct sales efforts.

- **Definition of Net Profit:** For purposes of this Agreement, "Net Profit" means gross revenue collected from the client **less**:
  (a) refunds, chargebacks, discounts, unpaid invoices, or uncollectible accounts; and
  (b) all direct expenses incurred by Company in connection with delivering services to such client, including but not limited to developer costs, virtual assistant costs, software licensing fees, and advertising or marketing expenses directly tied to the sale.
- **Payment Timeline:** Commissions shall be payable within **fifteen (15) to thirty (30) days** after Company receives client payment and finalizes calculation of Net Profit.

- **Bonuses:** Bonuses, spiffs, or overrides may be issued at the sole discretion of Company or Team Leader in writing.

3. Housing (If Provided)

- Housing is contingent on Representative's continued performance of services.
- Representative agrees to vacate housing within 24 hours if terminated or if requested due to violation of this Agreement.
- Representative remains personally liable for rent, damages, and related costs for the entire contracted term, even if housing is vacated early.

4. Non-Disclosure of Compensation

Representative agrees not to state, allude to, or disclose their commission rate, overrides, or bonuses to any third party (including other Closer Pilot AI representatives). Breach results in immediate termination and forfeiture of unpaid commissions.

5. Minimum Performance Expectations

Representative is expected to maintain an average of **4 qualified demos or deals per month**. Failure to meet performance minimums may result in termination of this Agreement at Company's discretion.

6. Expenses

Representative is responsible for their own travel, meals, vehicle, phone, laptop, software, and sales tools, unless otherwise agreed in writing.

7. Liquidated Damages – Confidential Information

- Closer Pilot AI LLC's sales scripts, AI workflows, lead lists, client data, and other proprietary information are highly valuable trade secrets.
- If Representative leaks, discloses, or misuses such information, Company may recover **$25,000 in liquidated damages** for each breach, in addition to equitable remedies.

8. Term of Sales Program

This Agreement shall remain in effect for twelve (12) months from the Start Date, unless earlier terminated under **Section 8 (Termination) of the Independent Contractor Agreement**.

Acknowledged and Agreed:

Closer Pilot AI LLC

By: _____

Name: _____

Title: _____

Date: _____

Representative

Signed: _____

Name: _____

Date: _____

JOINDER AGREEMENT

The undersigned salesperson has been retained by a Team Leader under the Independent Contractor Agreement (the "ICA") with Closer Pilot AI LLC ("Closer Pilot AI") to provide sales and related services.

By signing this Joinder Agreement, the undersigned:

- Confirms they are bound by the ICA's terms (including confidentiality, non-compete, and non-solicit provisions).
- Agrees to protect Closer Pilot AI's Confidential Information and return it upon termination.
- Consents to background checks, drug/alcohol testing, or other screening if required.
- Assigns to Closer Pilot AI LLC all intellectual property developed during the provision of services.

Date: _____

Salesperson:

Signed: _____

Name: _____

Email: _____

Accepted by Closer Pilot AI LLC

Signed: _____

Name: _____

Title: _____

EXHIBIT A – RELEASE AGREEMENT

This Release Agreement is a legally binding agreement between Closer Pilot AI LLC and you for possible training, advertising, or promotional use.

- You agree that Closer Pilot AI LLC may film, record, photograph, or interview you and has the unlimited right and permission to use your **Persona** (picture, video, voice, likeness, biographical information, actions) in media everywhere and forever.
- You waive any right to inspect or approve such materials, which remain the exclusive property of Closer Pilot AI LLC.
- You represent that the information you provide is true and that you have authority to grant these rights.

Initials of the parties:

_____ (Independent Contractor)

_____-(Closer Pilot AI LLC)

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between **Closer Pilot AI LLC**("Disclosing Party") and the undersigned independent contractor, applicant, or trainee ("Receiving Party").

1. Purpose

Receiving Party may be exposed to confidential or proprietary information of Closer Pilot AI LLC during interviews, training, or services.

2. Definition of Confidential Information

Includes: sales scripts, training manuals, AI workflows, call flows, email templates, customer lists, lead data, CRM access, pricing models, and any non-public information related to Closer Pilot AI LLC.

3. Obligations

Receiving Party agrees to:

- Maintain strict confidentiality.
- Not disclose to third parties without written consent.
- Not use information except for evaluating or performing services.
- Return or destroy materials upon request.

4. Term

This NDA remains in effect during discussions and for **three (3) years thereafter**, unless superseded by a signed ICA, in which case the ICA governs ongoing confidentiality obligations (indefinite).

5. Remedies

Any breach entitles Closer Pilot AI LLC to injunctive relief and **$25,000 in liquidated damages per breach**, in addition to legal remedies.

6. Governing Law

This Agreement is governed by Ohio law. Venue: Franklin County, Ohio.

Acknowledged and Agreed:

Closer Pilot AI LLC

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

Signed: _____

Name: _____

Date: _____

Adendum: