



SALESPERSON INFORMATION

Carlos Antonio
Huizar

Legal Name

Date of Birth

535-47-1306

Social Security Number

31600 126th Ave SE
E29

Permanent Address

Auburn, WA, 98092

City • State • Zip Code

(253)737-3390

Phone Number

carloshuizar@hotmail.com

Email

Who Recruited You:

Whose Team Are You On:

Location Assigned: _____

Housing (Single or Married): _____

Housing (Male / Female): _____

Shirt Size: _____

Waist Size: _____

Instagram Account: _____

Business Tax ID Number • If Applicable

Current Address

City • State • Zip Code

Estimated Move-Out Date • If Applicable

EMERGENCY CONTACT

Jaime Huizar Sr.

Emergency Contact Name

Father

Emergency Contact Relationship

(253)876-4037

Emergency Contact Phone Number

BACKGROUND VERIFICATION

Have you ever been charged, arrested, or convicted of any crimes, misdemeanors or felonies? : _____

You will be required to submit a driver's license and social security card or a US Passport.

I, the undersigned, authorize investigation of my responses contained on this document and this agreement. I understand that misrepresentation, omissions, or fraudulent responses may result in immediate removal from Moxie's account by the company providing services for Moxie.

Carlos Huizar

04 / 15 / 2021

Independent Contractor Signature

Date



Independent Contractor Agreement

This agreement, dated _____, 2020, is between the undersigned independent contractor and [HC Enterprise LLC], (the “**Team Leader**”). Team Leader has committed to perform door-to-door sales services for Moxie Pest Control (“**Moxie**”) under a separate contract (the “**Services**”). The term “Moxie” also includes any affiliate of Moxie for which Services may be provided. I agree as follows:

1. I will provide the Services in the geographical area assigned to me by Team Leader and as more fully set forth on Exhibit A. The term of this agreement will start the date of this agreement and end on the last day of the sales program set forth on Exhibit A. I agree that I will be compensated according to the schedule and terms set forth on Exhibit A attached hereto.

a. I agree that, unless otherwise set forth on Exhibit A, any incentive, advance, commission or other payment made to me under this agreement is contingent upon me providing Services through the date agreed upon by me and Team Leader. If this agreement is terminated prior to the end of the sales program (including as contemplated by Section 4 below), I will promptly refund any incentive, advance or similar prepayment (as required by Section 5 below). All compensation for the Services will be contingent on the completion of Services rather than on any number of hours expended when performing Services.

b. I represent and warrant that (i) my performance under this agreement will not breach or violate any agreement I have with any third party and (ii) I will not disclose or use any confidential or proprietary information or material belonging to any third party when performing the Services.

c. No compensation will be earned for any sales resulting from unethical or illegal sales practices or behavior. Such behavior is strictly prohibited. I agree to not manufacture, distribute, dispense, sell or use any drugs or other substances that are illegal under federal or state law. I agree that I will not possess or consume any alcoholic beverages while performing Services or while on any premises leased by Team Leader or Moxie. If I refuse to submit to any drug or alcohol test requested by Team Leader or Moxie, I agree that this agreement may be terminated immediately.

Because my compensation is contingent on my performing the Services through the end of the term of this agreement, and my compensation is not tied to hours worked, I acknowledge that I may lose money in connection with providing the Services. Exhibit A and any other pricing or compensation guidelines provided to me in writing are incorporated by reference into this agreement.

2. I will perform the Services as an independent contractor and nothing contained herein should be deemed a relationship of employment, partnership or joint venture. I agree that (i) I will not be eligible for any benefits or benefit plans of Team Leader or Moxie as a result of this agreement, (ii) neither Team Leader nor Moxie will withhold any state or federal income or other taxes or payments from payments made to me under this agreement, or pay worker’s compensation, unemployment or other insurance for me, (iii) I am solely responsible for the timely reporting and payment of any taxes applicable to the amounts paid to me, which amounts will be reported via a Form 1099, and (iv) I will comply with all licensing and insurance requirements (local, state and federal) necessary to perform the Services. I agree to fully indemnify Team Leader and Moxie for any damages, fees, fines, costs or other amounts they incur as a result of my breach or alleged breach of this agreement. If Team Leader instructs Moxie (or its payroll processor) to pay me amounts directly on behalf of Team Leader, I acknowledge and agree that such payments in no way alters my relationship with Team Leader under this agreement.

3. I will determine the method, details and means of performing the Services. I will supply the tools, equipment, materials and supplies required to perform the Services, with the exclusion of materials bearing the Moxie name, logo or trademark, which materials will be provided to me. Materials provided by Moxie include shirts to wear when performing the Services in view of the public and materials printed by Moxie for distribution to its customers (which I always agree to wear and use when performing Services and agree to not wear or use when not performing Services). I will perform the Services in a timely, ethical and professional manner, and I will exercise care, skill and diligence in the performance of the Services. I represent that I have the qualifications, experience and ability to perform the Services. I will comply with all applicable federal, state and local laws, codes, ordinances,

permits, governmental rules and regulations related to the Services. I agree that I am ultimately responsible for all costs and expenses incurred by me in providing the Services, including transportation costs, travel costs, housing costs and costs of tools and other materials.

4. I understand that Moxie may make trainings and other meetings available as a resource to individuals selling its products and services, and I may attend those trainings in my discretion. I agree that if Moxie believes, in good faith, that I am acting in a manner that (i) may be detrimental to its reputation, brand, marketing or sales programs, or other operations (whether while performing Services or outside of performing Services), or (ii) is not consistent with its internal policies and procedures (which will be provided in such trainings or meetings, and may include the geographical areas in which and the times during which I perform Services in order to maintain order and consistency across all sales services being performed for Moxie), then it may require Team Leader to promptly remove me from its account. Upon such a notice, I will immediately stop performing the Services and this agreement will be terminated. Additionally, I agree that if Team Leader believes, in good faith, that I am acting in a manner that may be detrimental to Moxie's operations or contractual commitments, Team Leader may terminate this agreement and I will immediately stop performing Services.

5. In addition to the termination rights set forth in Section 4, either Team Leader or I can terminate this agreement at any time upon fifteen days' prior written notice (which may be by email).

a. If I terminate this agreement without cause, or if Team Leader terminates this agreement for cause, or removes me at the request of Moxie pursuant to Section 4 above, I agree that I will not receive any compensation earned for sales made during the 30-day period prior the termination date. This agreement may be terminated immediately if I breach this agreement (including if I commit any crime, violate any housing policy, fail to maintain any licenses, fail or refuse to submit to any drug or alcohol test [or background test], violate any door-to-door solicitation law or regulation [or any internal Moxie policy], or act in a manner that negatively impacts Team Leader, Moxie or the morale of other sales persons).

b. In the event of a termination of this agreement prior to the end of the sales program commitment not covered by Section 5(a) above, I will be entitled to commission payments for valid sales to the extent such payments were to occur prior to the end of the summer (*i.e.*, I will not receive back-end or deferred commissions).

c. I agree that payments made to me before the summer program starts, and any housing or other advances I receive, are contingent on me completing the full summer sales program. If this agreement is terminated early for any reason, I will promptly return any recruiting, incentive or similar payment paid to me, or any other prepayment advanced to me under this agreement, and I will remain liable for any housing and other costs incurred on my behalf (even if I am no longer allowed to occupy such housing). Any compensation owed to me may be used by Team Leader or Moxie to pay any outstanding amounts owed by me to either company. To the extent Moxie provides any amounts paid by Team Leader to me under this agreement, I agree that Moxie may bring an action as a third-party beneficiary under this agreement on behalf of Team Leader to seek reimbursement of such funds if I fail to repay such amounts. I agree to promptly (within 12 hours if requested) leave any housing provided by Moxie or Team Leader if this agreement is terminated.

6. For purposes of this agreement, the term "**Confidential Information**" means all information provided by Moxie that is not published or made available by Moxie to the general public, including the terms of this agreement, all customer information (including, but not limited to, the identity of existing and prospective customers, customer lists, customer contract terms, customer history, and the customer's own confidential information), pricing information and pricing strategies, the Moxie Sales Manual and other manuals, sales guides and instruction, business opportunities, marketing strategies, financial information, business records and data, and employee or sales person lists of either Moxie or Team Leader. I will protect all Confidential Information I receive or have access to and I will not reveal or disclose any Confidential Information directly or indirectly to any third party without prior written consent from Team Leader. I will only use Confidential Information to perform the Services.

a. Upon the termination or expiration of this agreement, I will immediately return all Confidential Information in my possession, use or control, including all originals and any and all copies of any tangible and intangible files, documents, records, notes, disks, thumb drives, works and other materials containing any Confidential Information. If requested, I will certify that all such documents, materials and property have been returned. Any Confidential Information that cannot be returned (such as oral Confidential Information) shall remain confidential and subject to the terms of this agreement indefinitely and shall survive termination of this agreement.

b. I understand that as among me, Team Leader and Moxie, Moxie has and shall have sole and exclusive ownership of all right, title, and interest in and to (i) its Confidential Information, including ownership of all trade secrets and all other intellectual property rights pertaining to the Confidential Information and (ii) all other intellectual property rights, including patents, copyrights and trademarks, provided by Moxie or resulting from the Services (including intellectual property created by me). All intellectual property rights resulting from the Services, as they relate to Moxie's business and operations, shall be exclusively owned by Moxie and I hereby grant, assign and transfer all right, title and interest in and to such rights to Moxie.

c. I agree that during the term of this agreement and for 12 months thereafter, I will not, directly or indirectly, contract with or perform work for any person or entity that performs pest control services. I agree that during the term of this agreement and for 24 months thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit any customers of Moxie to reduce or terminate their relationship with such company, or (b) solicit or induce any person providing services for Team Leader or Moxie (whether directly or indirectly) to terminate his, her or its relationship with Team Leader or Moxie (as applicable). I acknowledge that, in the case of a breach of these covenants in this Section 6, the amount of monetary damages resulting from such a breach would not be readily determinable. Therefore, as liquidated damages and not as a penalty, I agree that, in the event of such a breach and in addition to any equitable or injunctive relief as a court or arbitrator may allow, Team Leader or Moxie (as applicable) shall be entitled to recover monetary damages equal to one and one-half times any (i) revenue received by Team Leader or Moxie as a result of business from customers I solicited in violation of this Section 6 during the 12-month period prior to my breach, or (ii) compensation paid by Team Leader or Moxie to any person I solicited or induced in violation of this Section 6 during the 12-month period prior to any breach. The parties agree that the amount of damages provided for above is a reasonable approximation of such actual damages which would be incurred by Team Leader and Moxie in the event of such a breach and that this liquidated damages' provision is not a penalty or punitive in nature. I understand and agree that the restrictions set forth in this Section 6 are reasonable and necessary to protect the interests of the Team Leader and Moxie and do not unreasonably restrict my ability to earn a living.

d. I agree that I may provide services for any affiliate of Moxie under this agreement as agreed to by me and Team Leader, and this agreement will govern the provision of any Services provided to any Moxie company.

I agree that Moxie is a third-party beneficiary of this agreement and can bring an action directly against me under this agreement or under the Joinder Agreement being executed in connection herewith. This Section 6 shall survive the termination or expiration of this agreement.

7. Other Terms.

a. I agree that temporary injunctive relief would be appropriate remedies against any breach or threatened breach of this agreement, without bond or security and in addition to other legal or equitable remedies Team Leader might have. If a provision or term of this agreement is determined to be invalid or unenforceable under any applicable law, this agreement shall be divisible and shall become and be immediately amended to the extent necessary to be valid and enforceable.

b. This agreement represents the entire agreement between the parties as to the subject matter herein and supersedes all other agreements whether written or oral. This agreement may only be amended in a writing signed by both parties except as provided in this paragraph. Each party acknowledges

and agrees that by entering into this agreement, neither party is relying upon any representation or statement not contained in this agreement. Any failure to require strict compliance with any of the terms of this agreement shall not waive any right to require future compliance.

c. The prevailing party in any legal proceeding commenced to interpret or enforce any provision of this agreement will be entitled to recover reasonable attorneys' fees, costs and expenses, in such amount as set by the court or arbitrator, in addition to any costs and disbursements allowed by law and any other relief to which the prevailing party may be entitled.

8. This agreement shall be governed by and construed in accordance with the laws of the state of Utah. The parties also intend that the Federal Arbitration Act apply to this agreement. The parties agree that other than Excluded Claims (as defined below), and to the extent allowed by applicable law and in order to gain the benefits of a speedy and less expensive dispute resolution procedure:

a. The exclusive means of resolving any dispute or claim arising out of or relating to this agreement, the Joinder Agreement (including any alleged breach thereof) or the transactions contemplated herein shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures. Whether a party chooses arbitration or brings an Excluded Claim as provided below, each party may not under any circumstances commence or maintain against the other party any class action, class arbitration, or other representative action or proceeding. For information on JAMS and bringing an action, please visit its website (currently www.jamsadr.com). The JAMS Streamlined Arbitration Rules & Procedures are also found on JAMS' website (currently www.jamsadr.com/rules-streamlined-arbitration/).

b. Each party GIVES UP ITS RIGHT TO GO TO COURT to assert or defend any claims between them (except for Excluded Claims). EACH PARTY ALSO GIVES UP ITS RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute.

c. Any proceeding to enforce this Section 8, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Team Leader (except for Excluded Actions) may be commenced only in the federal or state courts located in Provo, Utah or Salt Lake City, Utah. The parties irrevocably consent to the jurisdiction of those courts for such purposes.

d. The term "Excluded Claims" means (i) an individual claim against the other party that can be brought in a small-claims court, (ii) any action by a party seeking entry of a temporary restraining order, preliminary injunctive relief or permanent injunctive relief, or (iii) any claims that, as a matter of law, the parties cannot agree to arbitrate. Any Excluded Claim may be brought in any court of competent jurisdiction. If a claim is filed with an arbitrator and the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court.

e. Any demand for arbitration by either party must be filed within the statute of limitations that is applicable to the claims(s) sought. Any failure to demand arbitration within this time frame shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration.

This Independent Contractor Agreement is executed to be effective as of the date listed above.

Team Leader

Name: _____

Salesperson:

If an individual:

Signed: Carlos Huizar

Name: Carlos Huizar

If an entity:

Name of entity: _____

By: _____

Name: _____

Its: Owner

The owner of the above company is signing below to personally agree to and be bound the terms of this agreement. I also agree to fully and unconditionally guarantee my company's performance of all its obligations contained in this agreement.

Signed: _____

EXHIBIT A

UP FRONT PAY

While commissions for “personal sales” are not fully earned until November 30th, HC Enterprise LLC will pay you a portion of anticipated commission by paying you up front advances on the 15th and last day of each month during the summer as long as this agreement remains in effect on the date of payment. For each personal sale “serviced” between the 1st and 15th of each month, HC Enterprise LLC will pay you a \$50 up front advance on the last day of that month. For each personal sale serviced between the 16th and end of the month, this \$50 up front advance will be paid on the 15th of the following month. These \$50 payments are advances of the commission you may earn as noted above and may offset against other commission payments or be refunded in the event the full commission for such customer is not earned.

- The term “serviced” means that the customer signed a Moxie customer contract, the initial pest control service has been provided, Moxie received full payment for the service and the customer has not cancelled its contract on the date of the advance is paid.
- A “personal sale” is a new customer of Moxie, who (i) executes a Moxie General Pest customer contract in compliance with Moxie’s policies and procedures, (ii) pays for and receives all scheduled service visits through November 30, and (iii) remains a customer in good standing on November 30 (meaning neither the customer nor Moxie has terminated its contract).

OCTOBER BONUS

On October 25, 2021, sales representatives will be paid an additional \$40.00 for each active and current annual account that signed up for and maintains automatic Credit Card Authorization.

JANUARY BONUS

On January 25, 2022, sales representatives who complete the dates in this agreement on page 3 of this Exhibit will be paid the balance of all commissions owed minus any cancellation chargebacks.

Cancellation Chargebacks. Sometimes customers discontinue service, skip service or fail to pay for service. When a customer cancels service, skips service or does not pay within 45 days of receiving service (for any reason), you will not qualify to receive a commission for that particular customer and such customer will not qualify as a “personal sale”. Commission advances already paid will be deducted from future commissions earned for other personal sales.

Offset. You agree that HC Enterprise LLC may offset any expenses or reimbursements you are responsible for, or any other liabilities you may have under this agreement, against any commission payments owed to you. Any commissions retained by HC Enterprise LLC as a result of an offset will be applied to amounts you owe HC Enterprise LLC or Moxie.

Termination of Contract. In addition to the termination rights the parties have in the agreement, this agreement may be cancelled at any time by HC Enterprise LLC with three days’ prior written notice (which may be by email) as a result of any one of the following actions:

- Any dishonesty or misrepresentation displayed in the performance of the Services, or if customers consistently do not understand the Moxie’s one-year agreement, automatic renewal provisions or other material terms of Moxie’s customer contract.
- If you don’t generate at least 5 personal sales that are serviced during a week for two consecutive weeks, Monday through Saturday after May 21, 2021.

- Failing to abide by the account pricing guidelines or any changes made to them during the course of your Service dates.

Minimum Average Contract Value. The average contract value of serviced accounts must be a minimum of \$575 on an annual agreement. If your average drops below \$575, then \$25 per each personal sale will be deducted from your final commission.

iPad Usage: As stated in the agreement, you are responsible for providing your own equipment. If you elect to lease an iPad from either Moxie or HC Enterprise LLC, instead of using your own, you agree to pay a monthly \$100 leasing fee.

Other Bonuses:

Cell Phone Bonus: You will earn a \$400.00 Cell Phone Bonus if you service \$90,000 in new annual revenue.

Gas Bonus: You will earn a \$1,000.00 Gas Bonus if you service \$96,000 in new annual revenue.

Rent Bonus · You will earn a \$1,600.00 Rent Bonus if you service \$105,000 in new annual revenue.

Tuition Bonus: You will earn a \$1,000.00 Tuition Bonus if you service \$135,000 in new annual revenue.

Summer Incentives: Daily and weekly incentives are offered throughout the summer. You will have the opportunity to earn over \$500.00 in summer incentives.

Suggested Daily Schedule

You may choose the method and times of providing the Services, provided that you do not contact customers after dark, use Moxie-provided materials as required by Section 3 of the agreement, and only work within the specific geographic area assigned by Moxie. The sample schedule below shows a potential schedule that has helped other contractors reach their highest compensation potential. You are invited to attend the meetings set forth below. Meetings occur at 11:00 a.m. each morning, Monday through Saturday to provide salespersons with information that HC Enterprise LLC feels will be useful for them to sell Moxie products and services. As noted in Section 4 of the agreement, Moxie may require HC Enterprise LLC to remove any person from its account whose actions are not consistent with Moxie's internal policies and procedures. These meetings are the vehicle by which Moxie will not only assist salespersons in reaching their highest compensation potential, but also to make salespersons aware of Moxie's internal policies and procedures.

Monday - Friday

8:30 am	Team Meeting
9:30 am	Travel to knocking area
10:00 am	Be on the doors and begin selling
1:00 pm	Lunch
4:00 pm	Continue selling
Dark	Return to office (post numbers, roleplay objections and train, make call backs)

Saturday

9:00 am	Team Meeting
9:30 am	Be on the doors and begin selling
1:00 pm	Lunch
5:00 pm	Return to sales office (or 4:00pm if you don't take any lunch break)

Contractual Dates. The dates you will provide Services are from:

Start Date: 5/10/2021

Last Day of Work: 8/14/2021

Failure to work these dates will result in a termination of this agreement and you will not qualify to receive any future, backend, or deferred commission payments, and may be required to reimburse HC Enterprise LLC or Moxie for expenses, incentives, housing costs or other costs associated with this agreement and the Services. You may take up to 4 personal days during your contracted period without penalty (a personal day is any day but a Sunday or holiday to the extent all salespersons are not asked to work, or any day during which you do not expend best efforts to obtain sales),

Apartment Rental Agreement

I elect to stay in housing arranged by HC Enterprise LLC from the following dates (the "Sales Term"):

Start Date: 5/10/2021

Last Day in Apartment: 8/14/2021

Housing costs for the Sales Term will be deducted at a rate of **\$800** each month for married couples and at a rate of **\$400** for single males or females. This rental agreement will cover the costs associated with rent and furnishings (if applicable) but does not include any costs associated with utilities. I understand that HC Enterprise LLC will not be setting up or paying for any apartment utilities. If commission advances are not sufficient to cover housing cost deductions, I agree to pay the difference upon request.

I understand that HC Enterprise LLC (or Moxie Pest Control on its behalf) will be contracting for a furnished apartment space for me based solely upon my guarantee to pay the rent for that apartment space and furnishings. Therefore, I agree to be responsible for the total rent whether or not I occupy the apartment during the Sales Term. I further agree to be monetarily responsible for damages I cause to the apartment.


Housing Rules

If I elect to live in company housing, I agree to abide by the following apartment rules:

1. Shoes are not ever to be worn in the apartment by tenants or by guests
2. Alcohol and alcohol containers are not allowed in the apartment or apartment garages
3. Illegal drugs are not allowed in the apartment
4. Pornographic movies and/or pornographic magazines are not allowed in the apartment
5. All apartment complex rules and terms of the apartment lease must be followed
6. Guests are not allowed in the apartment between 1am and 8am without written permission from HC Enterprise LLC or Moxie Pest Control

HC Enterprise LLC agrees to pay you a rent bonus as long as all of the following conditions are met: (i) you qualify for a rent bonus as outlined in Exhibit A of this agreement (ii) you comply with all agreements you agree to related to your Services, (iii) you work the entire Sales Term, (iv) you take no more than four personal days during the Sales Term (a personal day is any day but a Sunday or holiday to the extent all sales persons are not asked to work, or any day during which you do not expend best efforts to obtain sales), and (v) you choose to work the suggested work schedule provided to you, and you attend all Moxie training meetings, during the Sales Term. HC Enterprise LLC

will pay this rent bonus to you in your backend payments that start on September 30th, or on a date prior thereto as determined by HC Enterprise LLC in its discretion.

<u>Carlos Huizar</u>	<u>04 / 15 / 2021</u>		<u>04 / 13 / 2021</u>
Independent Contractor	Date	HC Enterprise LLC	Date

Direct Deposit Enrollment:

Type of Account: ☐ Checking ☐ Savings

Account Holder Name: Carlos Antonio Huizar

Routing / Transit Number: 125000024

Account Number: 138121430188

Bank of America
Bank Name: _____

Confirmation Statement:

I authorize HC Enterprise LLC (or its designee) to deposit my earnings into the bank account specified above. I agree that direct deposit transactions I authorize comply with all applicable laws.

Contractor Signature: Carlos Huizar Date: 04 / 15 / 2021

EXHIBIT A (Continued)

[Insert Offer Here]

Carlos Huizar

Signed (Independent Contractor)

JOINDER AGREEMENT

The undersigned salesperson has been retained by a team leader (the “**Team Leader**”) under an Independent Contractor Agreement (the “**ICA**”) to provide door-to-door sales and related services on behalf of Team Leader for Moxie Pest Control (Orange County), LP (“**Moxie**”).

The undersigned acknowledges that (i) he or she is an independent contractor working for Team Leader and will look to Team Leader for training, compensation and direction for the Services (as such term is defined in the ICA), and (ii) Moxie may require Team Leader to provide background checks, drug and alcohol tests, and other screening reviews of all of Team Leader’s personnel assigned to Moxie’s account. The undersigned consents to Team Leader performing background checks and other screenings, to Moxie receiving this information and to Moxie performing any background checks or other screenings directly. The undersigned will provide information to Moxie necessary to perform background checks or other screening. The undersigned agrees that this Joinder Agreement is required in order to receive access to proprietary or confidential information of Moxie:

1. Confidentiality; Intellectual Property Protection and Non-Competition. The undersigned agrees as follows:

a. I agree to hold in strictest confidence, not to use except for the sole benefit of the Moxie, and not to disclose to any entity or person, any Confidential Information that I obtain or to which I have access as a result of performing Services on behalf of Team Leader. The term “**Confidential Information**” means all information provided by Moxie that is not generally available to the public and is defined in Section 6(a) of the ICA.

b. In order to allow Moxie to protect its Confidential Information, I agree that Section 6 of the ICA is incorporated herein by reference, including the non-competition and non-solicitation clauses set forth therein. As contemplated by Section 6 of the ICA, Moxie may bring a direct action against me to enforce these provisions in the event it believes that I have violated them.

c. As required by Section 6(b) of the ICA, I hereby transfer and/or assign to Moxie all right, title and interest in any and all inventions, concepts or other intellectual property that I develop or create, whether individually or jointly with others, as a result of performing Services and that are related to Moxie’s business or prospects. I agree to sign any documents or take other reasonable actions to assist Moxie in establishing or enforcing the Moxie’s rights in such work product (such as assistance in filing patent and trademark applications).

2. Moxie Sales Materials. I acknowledge that Team Leader and I am responsible to determine the method, details and means of performing the Services, and to supply the tools, equipment, materials and supplies required to perform the Services. However, I acknowledge that Moxie will make sales manuals, videos and other proprietary materials hosted on a website provided by Moxie available for me to use to understand Moxie’s business, policies and procedures, and to help me more effectively promote Moxie’s products and services. These manuals, videos and other proprietary materials are referred to as the “**MPC Materials**”. If I choose to use any MPC Materials, I agree that they are Confidential Information and covered by my obligations set forth in Section 1 of this Joinder Agreement. I also agree that any usernames and passwords created by me or given to me by Moxie to access MPC Materials are Confidential Information. I agree that, in the event I breach this Section 2, Moxie shall be entitled to recover \$25,000 from me or Team Leader (at Moxie’s election). The parties agree that this amount is a reasonable approximation of such actual damages which would be incurred by Moxie in the event of such a breach and that this liquidated damages’ provision is not a penalty or punitive in nature.

3. Reimbursements. I understand that Moxie may provide funds to Team Leader, or directly to me on behalf of Team Leader (including through Moxie’s payroll provider), that may be paid to me in the form of advancements, incentive payments, or other prepayments or advances to me in contemplation of my services, housing and other costs incurred on my behalf. I agree that any such payments do not alter

my relationship with Moxie or Team Leader. If the ICA is terminated prior to completion of the sales season, and to the extent required by the ICA, I agree to repay all such amounts (including housing, even if I am no longer allowed to occupy such housing) to Team Leader or Moxie, and I agree that Moxie may bring an action directly against me to seek such reimbursement if I fail to do so. I also agree, upon request of Moxie or Team Leader, to immediately leave any housing provided by Moxie or Team Leader for me in the event I violate any provision of this Joinder Agreement or the ICA.

4. Release Agreement. I agree to the Release Agreement included as Exhibit A (which is incorporated herein by reference).

5. General Provisions.

a. Any notice given in connection with this Joinder Agreement shall be given in writing and shall be delivered by first-class mail or email at the address listed below or as updated in Team Leader's records.

b. I warrant that I (i) am not a party to any agreement that conflicts, or would prevent me from complying, with this Joinder Agreement, (ii) will not use or disclose any confidential or proprietary information of any third party when performing the Services, and (iii) will perform all services in full compliance with all laws, regulations and ordinances (including those relating to door-to-door solicitation).

c. No failure or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof. The waiver by either party of a breach of any provision of this Joinder Agreement shall not operate, or be construed, as a waiver of any subsequent breach. The remedies contained herein are cumulative and not exclusive of any remedies provided by law or in equity. No change, modification or waiver of any term of this Joinder Agreement shall be valid unless it is in writing and signed by both parties. I agree that I cannot assign this Joinder Agreement to any third party without the prior written consent of Moxie. If any provision of this Joinder Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Joinder Agreement.

d. The prevailing party in any legal proceeding commenced to enforce any provision of this Joinder Agreement will be entitled to recover reasonable attorneys' fees, costs and expenses, in such amount as set by the court or arbitrator, in addition to any costs and disbursements allowed by law and any other relief to which the prevailing party may be entitled.

e. This Joinder Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The parties also intend that the Federal Arbitration Act apply to this Joinder Agreement. The parties agree that other than Excluded Claims (as defined below), and to the extent allowed by applicable law and in order to gain the benefits of a speedy and less expensive dispute resolution procedure:

(i) The exclusive means of resolving any dispute or claim arising out of or relating to this Joinder Agreement (including any alleged breach thereof) or the transactions contemplated herein shall be BINDING ARBITRATION administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures. Whether a party chooses arbitration or brings an Excluded Claim as provided below, each party may not under any circumstances commence or maintain against the other party any class action, class arbitration, or other representative action or proceeding. For information on JAMS and bringing an action, please visit its website (currently www.jamsadr.com). The JAMS Streamlined Arbitration Rules & Procedures are also found on JAMS' website (currently www.jamsadr.com/rules-streamlined-arbitration/).

(ii) Each party GIVES UP ITS RIGHT TO GO TO COURT to assert or defend any claims between them (except for Excluded Claims). EACH PARTY ALSO GIVES UP ITS RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute.

(iii) Any proceeding to enforce this Section 5(e), including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against the Moxie (except for Excluded Actions) may be commenced only in the federal or state courts located in Provo, Utah or Salt Lake City, Utah. The parties irrevocably consent to the jurisdiction of those courts for such purposes.

(iv) The term "Excluded Claims" means (i) an individual claim against the other party that can be brought in a small-claims court, (ii) any action by a party seeking entry of a temporary restraining order, preliminary injunctive relief or permanent injunctive relief, or (iii) any claims that, as a matter of law, the parties cannot agree to arbitrate. Any Excluded Claim may be brought in any court of competent jurisdiction. If a claim is filed with an arbitrator and the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if requested after the appointment of the arbitrator, the arbitrator shall determine if the dispute should be decided in arbitration or if the arbitration should be administratively closed and decided in small claims court.

(v) Any demand for arbitration by either party must be filed within the statute of limitations that is applicable to the claims(s) sought. Any failure to demand arbitration within this time frame shall constitute a waiver of all rights to raise any claims in any forum arising out of any dispute that was subject to arbitration.

Carlos Huizar

Signature: _____

Name: Carlos Huizar

Address: 31600 126th Ave
SE, E29,

Email: carloshuizar@hotmail.com

Accepted by Moxie Pest Control (Orange County), LP

Exhibit A to Joinder Agreement

Release Agreement

1. This release agreement is a legally binding agreement between Moxie Pest Control for itself and its affiliates (collectively, “**MPC**”) and you for possible MPC training, advertising or promotional materials. MPC promises to consider using you in these campaigns in exchange for your agreement to participate in training or advertising campaigns. However, MPC is not promising to run any particular campaign or that it will include you in any campaign.

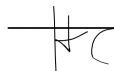
2. You agree that MPC may film, take a picture of (or use an existing picture) and/or interview you and you give MPC the unlimited right and permission to Use your Persona in Media everywhere and forever. The term (a) “**Use**” means to distribute, publish, digitize, broadcast, display, reproduce, film, photograph, record and otherwise use; (b) “**Persona**” means your picture, video recordings including you, your appearance, voice, likeness, biographical information, interview, name and any recorded or other actions you perform for or provide to MPC; and (c) “**Media**” means television, video, print, radio, online, social media and other media. In particular, you understand that your Persona may appear in training Media and conference presentations (including both written and electronic materials), in advertising and marketing Media, on MPC’s websites, applications and social media properties or accounts, in online or tangible company ads, and internal company materials. You cannot revoke this release agreement. MPC will not use your Persona for Uses not related to MPC without your written permission (which may be obtained by email).

3. You agree that you have no right to inspect or approve: (a) any materials that MPC (or anyone acting on its behalf) creates from your Persona (the “**Materials**”) or any derivatives of those Materials, or (b) any Use of the Materials or your Persona in Media. You cannot Use the Materials without MPC’s written permission. You agree that anything subject to copyright that results from the Materials will be considered a “work made for hire” for MPC, or, if it is not a “work made for hire,” then you hereby transfer to MPC all of your right, title and interest in and to it.

4. You promise that all of the information that you provide as part of your Persona is or will be true and correct in all respects and that you have the full and exclusive right and authority to agree to the terms of this release agreement.

Initials of the parties:

CH



(independent contractor)



(Moxie)

Event Release

HC Enterprise LLC sponsors various events for certain of its personnel (each an "Event"). These events are held for morale and recruiting purposes and are voluntary. Regarding any Event you choose to attend or participate in, you agree that you:

- will exercise caution when participating in the Event and that you will participate in a safe manner to avoid injury to yourself and others.
- are not required to participate in any Event and it is not within the scope of your relationship with HC Enterprise LLC or any of its affiliates.
- as between you and HC Enterprise LLC (and any of its affiliates), you **voluntarily assume** all risks and dangers incidental to an Event, and you **accept full responsibility** for any liability, injury, loss, damage or death in any way connected with your participation in the event.
- are in overall good health and that no bodily or mental condition would create an unreasonable risk of harm to yourself or herself when participating in any activities or games at an Event that requires physical or mental exertion.
- **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU FULLY RELEASE AND HOLD MPC SALES, ITS AFFILIATES AND ITS OFFICERS HARMLESS FROM ANY AND ALL INJURIES, ILLNESSES, DAMAGES, CLAIMS, LIABILITIES AND COSTS (WHETHER TO PERSON OR PROPERTY) RESULTING FROM THE EVENT.**
- will not institute or participate in any action (legal or otherwise) related to or arising from any injuries or claims resulting from the Event, and you hereby waive any right to participate in or bring any such action.

This release can only be modified in writing by the president of HC Enterprise LLC and you and it supersedes any prior agreement or understanding between you and HC Enterprise LLC regarding any Event.

If any part of this release is found to be void by law, the remaining provisions will nevertheless be binding with the same effect as though the void portions were deleted.

04 / 15 / 2021
Date: _____

Name: Carlos Huizar

Signature: Carlos Huizar



Moxie Pest Control Sales Guide and Online Materials

I have received a copy of Moxie Pest Control's Sales Guide and/or a user name and password to access the Sales Guide and/or other proprietary information online, including through participation in Moxie University. I understand that I have been loaned these materials and access, whether in tangible form or via online access, and that copying, transcribing, printing, and/or giving or showing to other people is strictly prohibited. I will treat the sales guide and my user name and password as Moxie Pest Control confidential information.

CH

initials

I agree that I will pay Moxie Pest Control a fine of up to \$10,000.00 if I lose or fail to return these materials, or each time I lose, provide or allow someone else to use my username or password, including if I fail to return the sales manual or other proprietary information by my final day of my relationship with Moxie Pest Control. I agree that this amount, or a portion of it, may be withheld from payments I receive for in connection with my relationship with Moxie Pest Control or one of its contractors.

CH

initials

I will return this manual to the local branch manager at any time upon request and/or on or before my last day of relationship with Moxie Pest Control or any of its contractors. I understand the information contained in this manual is valuable and proprietary. I understand that damages to Moxie Pest Control would be substantial should I knowingly or accidentally allow any such materials to be made public or obtained, directly or indirectly, by competitors. I agree to be responsible for damages to Moxie Pest Control should such information be obtained by other persons or entities, whether or not they are competitors of Moxie Pest Control, which damages are set forth in my Joinder Agreement with Moxie Pest Control and may be in addition to any fines I am obligated to pay under this agreement.

CH

initials

Signed: Carlos Huizar

Printed Name: Carlos Huizar

Date: 04 / 15 / 2021

[Signature]

Moxie Pest Control Representative

[Signature]



Carlos Huizar - 2021 Job Offer

The following changes will apply to Carlos's job description and compensation. All other things will remain the same as the published job description.

1. Experienced Representative- The following compensation plan will replace the compensation and bonus plan found in the published job description. Failing to work the dates and the hour in Carlos's employee agreement will result in Carlos being paid according to the regular First Year Representative Compensation Plan. Carlos will be paid according to the following retro-active pay scale as long as he does the following:

- a. Work the dates in Carlos's Independent Contractor Agreement
- b. Keep this compensation plan completely confidential (between Carlos Huizar and Mike Fleming)

60,000 rev - 27%	\$16,700
90,000 rev- 29%	\$28,000
120,000 rev- 31%	\$40,700
160,000 rev -33%	\$57,300
190,000 rev - 35%	\$71,000
220,000 rev- 37%	\$85,900
250,000 rev- 39%	\$102,000

Bonuses:

Summer Incentives: \$500

90k : \$400 Cell Phone Bonus

96K accounts: \$1000 Gas Bonus

105k accounts: \$1600 Rent Bonus

135K accounts: \$1000 Tuition Bonus

Carlos Huizar 04 / 15 / 2021

Carlos Huizar, Signature Date
Date

Michael Fleming, Signature
Page 1

TITLE	Paperwork Carlos H
FILE NAME	real part 1.pdf and 6 others
DOCUMENT ID	81367ff978d2bd2fdb1ce25b58d426318d1e08e5
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

04 / 12 / 2021

19:32:37 UTC

Sent for signature to Carlos Huizar (carloshuizar@hotmail.com) and Hayden Clifford (haydendclifford@gmail.com) from haydendclifford@gmail.com
IP: 66.219.235.64



VIEWED

04 / 13 / 2021

09:26:22 UTC

Viewed by Carlos Huizar (carloshuizar@hotmail.com)
IP: 76.178.23.24



VIEWED

04 / 13 / 2021

19:04:27 UTC

Viewed by Hayden Clifford (haydendclifford@gmail.com)
IP: 66.219.235.64



SIGNED

04 / 13 / 2021

21:03:28 UTC

Signed by Hayden Clifford (haydendclifford@gmail.com)
IP: 66.219.235.64



SIGNED

04 / 15 / 2021

19:25:25 UTC

Signed by Carlos Huizar (carloshuizar@hotmail.com)
IP: 76.178.23.24



COMPLETED

04 / 15 / 2021

19:25:25 UTC

The document has been completed.