

INDEPENDENT CONTRACTOR AGREEMENT

RIVAL SALES GROUP, LLC

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into as of the date of electronic or written acceptance ("Effective Date") by and between RIVAL SALES GROUP, LLC, a Florida limited liability company with its principal place of business in Miami-Dade County, Florida ("Company"), and the undersigned individual or business entity ("Contractor" or "Independent Contractor").

Company and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Company operates a sales organization that facilitates the sale of fiber internet, cellular phone, television, and related telecommunications services and products ("Products and Services") offered by various Internet Service Providers, telecommunications carriers, and related providers (each, an "ISP" and collectively, "ISPs");

WHEREAS, the Company desires to engage the Contractor as an independent contractor to solicit sales of Products and Services on behalf of the Company and its ISP partners through door-to-door, retail, event-based, and other authorized sales channels;

WHEREAS, the Contractor is an established independent contractor providing direct sales services, and the Contractor agrees to provide such services and to receive commission compensation based solely upon sales output, rather than any number of hours worked, subject to the Company's Compensation Plan; and

WHEREAS, the Parties are entering into this Agreement to establish the terms and conditions of their contractual relationship;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INDEPENDENT CONTRACTOR STATUS; 1099 CLASSIFICATION

a. Independent Contractor Relationship. Contractor is an independent contractor of Rival Sales Group, LLC and is not an employee, agent, partner, franchisee, joint venturer, or representative of the Company. Nothing in this Agreement creates an employer-employee relationship. Contractor acknowledges that Contractor is engaged on a 1099 independent contractor basis and shall be reported as such for all federal, state, and local tax purposes. The Company shall issue IRS Form 1099 to Contractor reflecting payments made pursuant to this Agreement.

b. No Authority to Bind. Contractor has no authority to contractually bind the Company, any ISP, or any of their respective agents or employees without express written authorization from the Company.

c. Taxes and Insurance. Contractor shall retain sole financial responsibility for timely filing all tax returns and paying all taxes incurred as a result of Contractor's performance of services under this Agreement, including but not limited to all federal, state, and local income taxes, self-employment taxes, social security taxes, unemployment taxes, and workers' compensation insurance premiums. The Company has no obligation to pay or withhold any sums for taxes on behalf of the Contractor. Contractor shall furnish Company with an executed IRS Form W-9 prior to commencement of services.

d. No Benefits. Contractor acknowledges and agrees that Contractor is not entitled to participate in, shall not be eligible to participate in, and will not apply for any of the Company's benefit plans, fringe benefit programs, group insurance arrangements, or similar programs, including but not limited to health insurance, retirement plans, pension, disability, workers' compensation, paid time off, or other social security or similar benefits. Contractor also understands that Contractor is not eligible for, and agrees not to apply for, any government-sponsored benefits intended to apply to employees of the Company, including but not limited to unemployment benefits or disability benefits. The Company shall not provide salary, wages, hourly pay, or any guaranteed compensation of any kind.

e. Control of Work. Contractor controls the manner and means of performing the services under this Agreement, subject to Company and ISP compliance requirements, territory designations, and applicable legal requirements. Contractor shall determine Contractor's own working hours and locations, provided services are performed in accordance with this Agreement and all applicable ISP policies.

f. Materials, Tools, and Equipment. Contractor shall furnish all materials, supplies, equipment, and tools necessary to perform the services, including but not limited to vehicles, cell phones, laptops, tablets, and any other equipment or supplies. The Company may, at its sole discretion, provide certain branded materials or supplies for use in connection with sales activities, which shall remain Company property at all times.

g. Contractor Classification Acknowledgment. All contractors onboarded under this Agreement are contractors of Rival Sales Group, LLC. Contractor shall not represent or imply to any individual or entity that an employer-employee relationship exists between Contractor and the Company. This includes, without limitation, using business cards, social media profiles, or other materials that state, imply, or convey that Contractor is employed by the Company.

2. SCOPE OF SERVICES

Contractor shall perform sales, marketing, enrollment, customer acquisition, and related services for the Company in connection with the Products and Services offered by the Company's ISP partners. Such services may include, but are not limited to, door-to-door sales, retail sales, event-based sales, and any other authorized sales channels as determined by the Company. Products and Services include, without limitation, fiber internet service, cellular phone plans, television service packages, and related telecommunications products and bundles. Contractor agrees to use best efforts to solicit the sale of Products and Services and to render services in a professional, business-like manner in full accordance with industry standards, ISP requirements, and Company policies.

3. COMPENSATION AND COMMISSIONS

a. Commission-Only Compensation. All compensation under this Agreement is commission-only. Contractor shall receive no salary, wages, hourly compensation, or guaranteed compensation of any kind. Compensation is earned based solely on Contractor's sales performance, subject to the ISP's delivery and verification of commissions to the Company. For specific commission amounts, rates, and structures, Contractor shall refer to the Company's Compensation Plan, which is provided separately and may be updated from time to time at the Company's discretion.

b. Commissions Subject to ISP Delivery. Contractor acknowledges and agrees that all commissions are contingent upon and subject to the applicable ISP's delivery of commission payments to the Company. The Company's obligation to pay commissions to Contractor does not arise until the Company has received the corresponding commission payment from the applicable ISP. No commission is deemed earned until installation or activation is verified by the ISP, all applicable audits and quality checks clear, and the ISP has remitted payment to the Company.

c. Commission Holdback. The Company shall withhold twenty percent (20%) of all commissions earned by Contractor as a holdback reserve ("Holdback"). Contractor shall receive eighty percent (80%) of earned commissions upon the Company's receipt of payment from the applicable ISP. The remaining twenty percent (20%) Holdback shall be released to Contractor ninety (90) days after the date of installation or activation of the applicable customer account, provided the account remains active, in good standing, and no chargebacks, cancellations, or disputes have occurred with respect to such account. If a chargeback or cancellation occurs within the 90-day period, the Holdback for the affected account shall be forfeited and applied to offset the chargeback.

d. Chargebacks. Chargebacks apply for any customer cancellation, disconnection, or reversal occurring within ninety (90) days of the date of installation or activation. In the event of a chargeback, the amount shall first be deducted from the Holdback for the applicable account. If the Holdback is insufficient to cover the chargeback, the remaining balance shall be deducted from Contractor's current and/or future commission payments. Any negative balance resulting from chargebacks constitutes a personal debt of Contractor to the Company, which obligation shall survive termination of this Agreement.

e. Right to Adjust Commissions. The Company reserves the right to adjust, modify, or restructure commission rates, structures, and the Compensation Plan at any time in its sole discretion, with written notice to Contractor. Continued performance of services after such notice constitutes acceptance of the modified terms.

f. Cancellation Rate and Corrective Action. If Contractor's cancellation rate exceeds the threshold established in the Compensation Plan or as otherwise determined by the Company, the Company may implement a corrective action plan. If Contractor fails to follow or comply with a corrective action plan within the timeframe specified by the Company, a reduction in commission may occur at the Company's sole discretion. Persistent failure to maintain acceptable cancellation rates may result in termination of this Agreement.

4. COMMISSION WITHHOLDING DURING INVESTIGATIONS

The Company reserves the right to withhold any and all unpaid commissions in the event an investigation is being carried out by the Company, any ISP, or any regulatory or law enforcement authority involving the Contractor's conduct, sales practices, or compliance with this Agreement, ISP

policies, or applicable law. Such withholding shall continue until the investigation is resolved to the Company's satisfaction. If the investigation results in a finding of misconduct, non-compliance, or fraud, the Company may permanently withhold and forfeit all unpaid commissions in accordance with Section 5 of this Agreement.

5. TERM AND TERMINATION

a. Term. The term of this Agreement shall begin on the Effective Date and continue until terminated by either Party pursuant to the terms hereof.

b. Termination by Either Party. Either Party may terminate this Agreement at any time, for any reason or no reason, with or without cause, by providing written notice thereof to the other Party. Upon termination, Contractor shall immediately cease all sales activities on behalf of the Company and return all Company property.

c. Termination by Company for Cause. The Company may terminate this Agreement immediately, without prior notice, upon the occurrence of any of the following: (i) fraud or dishonest conduct by Contractor; (ii) breach of any material term of this Agreement; (iii) failure to comply with ISP policies or applicable law; (iv) conviction of or guilty plea to a felony or crime of moral turpitude; (v) conduct that, in the Company's sole judgment, is harmful to the Company's business, reputation, or relationships with ISPs; or (vi) any act warranting forfeiture under Section 6 of this Agreement.

d. Post-Termination Commissions. Upon termination of this Agreement, Contractor shall be entitled to receive commissions only on sales that were completed, verified, and approved by the applicable ISP prior to the date of termination, subject to the Holdback, chargeback, forfeiture, and withholding provisions of this Agreement. No commission shall be paid for any orders received or sales made after termination. All post-termination commissions remain subject to the 90-day Holdback period and all other provisions of this Agreement.

6. FORFEITURE OF COMMISSIONS

Contractor acknowledges and agrees that all unpaid commissions, including Holdback amounts, shall be fully and permanently forfeited in the event of any of the following:

a. Solicitation. Any act of solicitation, recruitment, diversion, or enticement of any Company contractor, agent, manager, employee, or affiliated sales representative to leave the Company or to perform services for any competing entity shall result in full forfeiture of all unpaid commissions. This includes both direct and indirect solicitation.

b. Fraud. Any Contractor who is terminated for fraud, including but not limited to falsifying customer information, forging documents, submitting unauthorized or fictitious sales, using non-customer payment methods, ghost enrollments, identity theft, misrepresentation to customers, or any other dishonest or deceptive conduct, shall forfeit all unpaid commissions in their entirety.

c. Criminal Conduct. Any Contractor found guilty of, or who pleads guilty or no contest to, a felony or any crime involving fraud, financial crimes, falsifying documents, identity theft, theft, embezzlement, breach of trust, or any crime of moral turpitude, whether or not related to Contractor's services under this Agreement, shall forfeit all unpaid commissions.

d. ISP Non-Compliance. Any non-compliant acts as determined by the applicable ISP, including but not limited to violations of ISP sales policies, failure to follow required disclosures, scripts, or verification procedures, unauthorized sales practices, off-territory sales, or any conduct that results in the ISP imposing penalties, sanctions, or termination of Contractor's selling privileges, shall result in full forfeiture of all unpaid commissions.

e. Breach of Confidentiality or Non-Solicitation. Any breach of the confidentiality, non-solicitation, or non-disparagement provisions of this Agreement shall result in full forfeiture of all unpaid commissions, in addition to any other remedies available to the Company under this Agreement or at law.

7. CONFIDENTIAL INFORMATION

a. Definition. "Confidential Information" means any and all confidential or proprietary information disclosed or made available by the Company, any ISP, or any affiliate to Contractor, whether orally, in writing, or electronically, including but not limited to: customer information and lists, sales data, compensation structures, pay grids, territory data, analytics, leads, scripts, training materials, business plans, marketing strategies, software systems, ISP agreements, pricing information, and any other information designated as confidential or that a reasonable person would understand to be confidential.

b. Obligations. Contractor shall hold all Confidential Information in strict confidence and shall not, during or after the term of this Agreement, disclose, publish, reproduce, or use any Confidential Information for any purpose other than the performance of services under this Agreement, without the prior written consent of the Company. Contractor shall take all reasonable steps to prevent unauthorized disclosure or use of Confidential Information.

c. Return of Confidential Information. Upon termination of this Agreement or upon request by the Company, Contractor shall immediately return or destroy all Confidential Information and all copies thereof in any medium, and shall permanently erase all Confidential Information from any personal devices, computers, or storage media. Within ten (10) days of such request, Contractor shall certify in writing the return or destruction of all Confidential Information.

d. Survival. The obligations set forth in this Section shall survive the termination of this Agreement indefinitely.

8. NON-SOLICITATION

a. Prohibition. Contractor agrees that, during the term of this Agreement and for a period of two (2) years following any termination of this Agreement (the "Restricted Period"), Contractor shall not, directly or indirectly, for Contractor's own benefit or the benefit of any third party:

(i) solicit, recruit, induce, or attempt to induce any contractor, agent, manager, employee, or affiliated sales representative of the Company or any of its affiliates to leave the Company or to terminate or reduce their business relationship with the Company;

(ii) hire, engage, or contract with any contractor, agent, manager, employee, or affiliated sales representative of the Company, whether or not for compensation, for the purpose of providing sales services in any industry;

(iii) divert or attempt to divert any customer, ISP relationship, or business opportunity of the Company; or

(iv) interfere with the Company's relationships with its contractors, agents, ISPs, customers, or business partners.

b. Forfeiture. Any violation of this Section shall result in full and immediate forfeiture of all unpaid commissions, in addition to any other remedies available to the Company under this Agreement or at law, including but not limited to liquidated damages, injunctive relief, and recovery of attorneys' fees and costs.

c. Reasonable Restrictions. Contractor acknowledges that the restrictions in this Section are reasonable and necessary to protect the Company's legitimate business interests, including its contractor workforce, customer relationships, and ISP partnerships. If any court determines that any restriction is unenforceable as written, the Parties agree that the court shall modify such restriction to the minimum extent necessary to make it enforceable.

9. NON-DISPARAGEMENT

During the term of this Agreement and for a period of two (2) years thereafter, Contractor shall not make any disparaging, defamatory, or negative statements about the Company, its affiliates, ISPs, officers, directors, employees, contractors, products, services, or business practices, whether orally, in writing, or through any medium, including social media. Violation of this provision shall result in full forfeiture of all unpaid commissions, in addition to any other remedies available to the Company.

10. INTELLECTUAL PROPERTY

All documents, materials, scripts, training content, software, systems, and other materials supplied by the Company to Contractor are and shall remain the exclusive property of the Company. All work created or documents produced by Contractor in furtherance of services under this Agreement shall belong to the Company, and all intellectual property rights therein shall automatically vest in the Company. Contractor hereby assigns to the Company all right, title, and interest in and to any such intellectual property. The Company authorizes Contractor to use Company intellectual property solely for the purpose of performing the services under this Agreement, and such authorization terminates immediately upon termination of this Agreement.

11. COMPANY PROPERTY

All badges, identification cards, devices, SIM cards, signage, branded materials, collateral, equipment, and systems provided to Contractor remain Company or ISP property at all times and must be returned within three (3) business days of termination. Failure to return Company property within the specified timeframe shall result in Contractor being billed at replacement value, and the Company is authorized to deduct such amounts from any unpaid commissions.

12. INDEMNIFICATION

a. By Contractor. Contractor shall indemnify, defend, and hold harmless the Company, its officers, directors, members, employees, agents, affiliates, and ISPs from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Contractor's performance or non-performance of services; (ii) any breach of this Agreement by Contractor; (iii) any negligent, reckless, or willful acts or omissions by Contractor; (iv) any violation of applicable laws, regulations, or ISP policies

by Contractor; (v) any taxes, assessments, or penalties related to Contractor's status as an independent contractor; or (vi) any claims by Contractor's employees, agents, or subcontractors. This indemnification obligation survives termination of this Agreement.

b. By Company. The Company will indemnify and hold harmless Contractor from and against any losses arising from or in connection with: (i) any breach of any representation or warranty of the Company contained in this Agreement; (ii) any breach of any covenant of the Company contained in this Agreement; or (iii) the Company's gross negligence or willful misconduct.

13. PROFESSIONAL CONDUCT AND COMPLIANCE

Contractor shall maintain a professional appearance, comply with all applicable federal, state, and local laws, including consumer protection laws and solicitation ordinances, respect assigned territories, follow all ISP-required disclosures, scripts, and sales procedures, and conduct all activities in a manner that reflects favorably on the Company and its ISP partners. Contractor shall comply with all Company policies and ISP requirements as may be established or modified from time to time.

14. BACKGROUND CHECKS

Contractor certifies that all statements and information provided to the Company are true, complete, and correct. Contractor authorizes the Company to investigate Contractor's work history, educational background, criminal history, credit record, driving record, and any other information the Company deems relevant. Contractor agrees to immediately notify the Company if Contractor is convicted of, or pleads guilty or no contest to, a felony or any crime involving dishonesty, fraud, breach of trust, financial crimes, or violence during the term of this Agreement. Any misrepresentation, falsification, or omission of material information is grounds for immediate termination and forfeiture of commissions.

15. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into this Agreement; (ii) its execution and performance of this Agreement do not violate any other agreement or obligation; (iii) it will perform its obligations in a professional manner; and (iv) it will comply with all applicable laws. Contractor further represents that Contractor has all licenses and permits necessary to perform the services contemplated by this Agreement.

16. REMEDIES AND INJUNCTIVE RELIEF

Each Party acknowledges that a violation of the confidentiality, non-solicitation, non-disparagement, or intellectual property provisions of this Agreement would cause irreparable and substantial damage and harm to the other Party for which monetary damages would be an inadequate remedy. Accordingly, the Company shall be entitled to seek temporary restraining orders, preliminary and permanent injunctions, specific performance, disgorgement of profits, and recovery of attorneys' fees and costs, without the necessity of proving actual damages or posting a bond, in addition to all other remedies available at law or in equity.

17. BINDING ARBITRATION

Any dispute, claim, or controversy between the Parties arising out of or relating to this Agreement, including the determination of the scope or applicability of this arbitration clause, shall be resolved by

binding arbitration conducted by a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall take place in the State of Florida, in Miami-Dade County, Florida. The award of the arbitrator shall be in writing, shall be final and binding upon the Parties, and may be entered for enforcement in any court of competent jurisdiction. The Parties waive any right to a jury trial or class action. Each Party shall bear its own costs, except that the prevailing Party may recover reasonable attorneys' fees and costs as permitted by law. This clause does not limit the Company's right to seek injunctive or other equitable relief in court.

18. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any choice of law rules. The Parties each consent to the exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida for any matters not subject to arbitration.

19. MISCELLANEOUS

a. Entire Agreement. This Agreement, together with the Company's Compensation Plan and any other documents expressly incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, and understandings.

b. Amendment. This Agreement may not be amended except by an instrument in writing signed by both Parties. Notwithstanding the foregoing, the Company reserves the right to modify the Compensation Plan at any time with written notice to Contractor, and continued performance of services constitutes acceptance of such modifications.

c. Severability. If any provision of this Agreement is declared invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect. If any restriction is deemed overly broad, the Parties agree that a court shall modify it to the maximum extent permitted by law rather than invalidate it.

d. No Waiver. The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

e. Assignment. Contractor may not assign this Agreement without the prior written consent of the Company. The Company may freely assign this Agreement to any affiliate or successor entity.

f. Notices. All notices required under this Agreement shall be in writing and deemed effective when sent by electronic mail to the last known email address on file, or by certified mail or nationally recognized overnight courier to the Party's address on record.

g. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns.

h. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures, including those complying with the U.S. federal ESIGN Act, shall be deemed valid and binding.

i. Independent Legal Counsel. Contractor represents that Contractor has had the opportunity to consult with independent legal counsel prior to executing this Agreement and that Contractor has read, understands, and voluntarily agrees to all terms and conditions set forth herein.

j. Headings. Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision.

20. ELECTRONIC ACCEPTANCE AND CONSENT

a. Electronic Acceptance. Contractor agrees that submitting the Company's onboarding form, clicking "Submit Form," accessing Company systems, participating in training, receiving compensation, or performing any services constitutes legal acceptance of this Agreement pursuant to the Electronic Signatures in Global and National Commerce Act (ESIGN) and all applicable state electronic-signature laws. Contractor consents to be legally bound by this Agreement as if Contractor had signed a physical document.

b. Continued Acceptance. Contractor understands that continued onboarding, participation in training, or any performance of services for the Company constitutes continued acceptance of all terms of this Agreement, including any amendments or modifications made in accordance with Section 19(b).

c. Commissions Paid to Active, Compliant Contractors Only. Contractor acknowledges that commissions are only paid to active, producing contractors who are fulfilling all contractual and compliance obligations under this Agreement.

d. Copy of Agreement. Contractor understands that Contractor may request a downloadable or printable copy of this Agreement at any time by contacting the Company.

e. Company Authorization. This Agreement has been authorized and approved on behalf of the Company by Moe Falah, Chief Executive Officer of Rival Sales Group, LLC. The Company's offer of this Agreement to Contractor does not require a countersignature; the terms are effective upon Contractor's electronic acceptance as described herein.