**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement is entered into on this day of ,

2023, by and between JELCRS LLC, a Florida limited liability company having an address of 3016 North US Highway 301, Suite 350, Tampa, FL 33619 (the "Company"), and of (the "Contractor"). (AE Name)

(AE Address)

WHEREAS the Company is engaged in the business of assisting clients to claim a refund in the Employee Retention Credit (ERC) program and related activities; and

WHEREAS Contractor is knowledgeable in the area of the sale of services similar to those engaged in by the Company and seeks to sell the Company’s ERC services as an independent contractor and not as an employee of the Company.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Company agree as follows:

1. Term

The term of this Agreement will be in effect for one (1) year unless sooner terminated by either of the parties in accordance with this Agreement.

1. Duties   
     
   Contractor shall perform as an independent sales representative/Account Executive engaging in the sale and marketing of the Company’s ERC services. Contractor’s duties shall include but not be limited to

* If Contractor is a JEL class action Account Executive, soliciting their JEL class action clients and such other JEL class action clients as JEL management may assign.
* Identifying and soliciting potential new customers by networking, following leads from existing clients, attending events and conferences, and/or building relationships with people.
* Persuading Prospects to purchase JEL ERC services by highlighting service benefits and key features.
* Building and maintaining solid working relationships with both new and existing customers.
* Addressing customer concerns and resolving complaints
* Promptly entering Prospect data in the JEL CRM, initiating a meeting between Prospect and JEL’s ERC servicing organization (BLC), and tracking the progress and development of the Client Agreement and other documents through the client onboarding process including encouraging customers' signatures to complete each sale. If this step is not completed properly, the Account Executive could lose a sale. This translates into a loss of profits for the company as well as for the Account Executive.
* Above all, the Account Executive must be able to do all of these things independently without direction, control, or supervision of Company.

1. Responsibilities

* Contractor is responsible for understanding and mastering company-provided ERC training materials, which are available on the JEL website.
* Contractor is responsible for attending monthly and ad hoc sales meetings.
* In the event Contractor is unable to attend a monthly and/or ad hoc sales meeting, Contractor is nevertheless responsible for obtaining and abiding by all information communicated at the missed meeting. To accommodate this, videos of the sales meetings will be made available on the JEL website.

1. Compensation

As compensation for the services to be rendered to the Company by Contractor, Contractor agrees to accept in full payment thereof the following:

CONTRACTOR SHALL RECEIVE NO SALARY OR WAGES OF ANY KIND. CONTRACTOR SHALL BE ENTITLED TO NO BENEFITS OF ANY KIND NOR HEALTH INSURANCE, DISABILITY INSURANCE OR LIFE INSURANCE OF ANY KIND. COMPANY SHALL NOT PROVIDE ANY INSURANCE OF ANY KIND TO CONTRACTOR.

Contractor shall be compensated solely on a commission basis. Contractor’s commissions shall be based on the commission rates periodically set by the Company which rates shall be **40%** of the net amount received by Company for the particular transaction. Company reserves the right to raise or lower the commission on a case-to-case basis depending on changes in compensation rates as determined by JEL’s ERC servicing organization (BLC).

CONTRACTOR EXPRESSLY AGREES THAT RECEIPT BY COMPANY OF FULL PAYMENT FROM JEL’S ERC SERVICING ORGANIZATION SHALL BE A CONDITION PRECEDENT TO COMPANY’S OBLIGATION TO PAY ANY COMMISSION TO CONTRACTOR.

Contractor acknowledges and agrees that he is an independent contractor and not an employee, servant, or agent of the Company and that any compensation paid by Company to Contractor will be reported on IRS Form 1099 and no state or federal taxes, social security taxes or other deductions or withholdings will be made by Company.

1. Expense Reimbursement

Contractor shall be entitled to no reimbursement by the Company for out-of-pocket expenses unless i) Contractor receives prior written authorization from the Company to incur any such expense and ii) such expense is substantiated and documented in accordance with Section 274 of the Internal Revenue Code and Regulations thereunder, as amended from time to time.

1. Termination
   * Either party hereto may terminate this Agreement at any time without "cause" for any reason upon fifteen (15) days written notice.
   * In the event of termination of this Agreement for any reason, whether with or without cause, the non-disclosure, non-solicitation, non-competition, and property provisions of this Agreement as set forth in Sections 6 through 9 hereof shall remain in full force and effect.
2. Non-Disclosure

Contractor agrees that at all times during and after the termination of this Agreement, Contractor shall keep confidential and not disclose or disseminate to others (except as required by Contractor’s business with the Company) or use for his own benefit or for the benefit of any other person or entity other than the Company all trade secrets and proprietary and confidential information, including, without limitation, records, files, memoranda, reports, processes, business models, business methods, performance data, customer lists, customer identities, customer requirements, customer data whether or not reduced to writing, which shall come into Contractor’s possession in any manner relating to the Company, its subsidiaries or affiliates or the vendors or customers of any of them (collectively the “Proprietary Information”). Upon termination of this Agreement for any reason, with or without cause, Contractor shall return immediately to Company any and all such Proprietary Information.

1. Non-Solicitation

Contractor expressly agrees that he shall not during the term hereof and for an additional period of one (1) year following the expiration or termination of this Agreement for any reason, with or without cause, in any capacity or in any manner, directly or indirectly:

* divulge to any person, firm, corporation, or other entity any name, address or requirement of any customer or client of the Company or the identity of any person, firm or corporation likely to become a customer or client of Company;
* attempt to obtain the withdrawal from Company of any of Company's employees or contractors; or
* recruit, solicit, contact or otherwise induce or attempt or induce any customer (A) for which the Company performed services at any time, or (B) which was actively solicited by the Contractor or the Company during the six-month period prior to termination of this Agreement, other than for the benefit of the Company and the Company’s business.

1. Injunctive Relief

Contractor expressly acknowledges and agrees that in the event of a breach or threatened breach of the provisions or terms of this Agreement including, without limitation, the terms contained in sections 6, 7 and 9, the Company will not have an adequate remedy at law and, in addition to seeking any damages to which it may be entitled, the Company shall be entitled to obtain, and Contractor hereby consents to, equitable relief, including injunctive relief, against Contractor's breach or threatened breach of same.

1. Property of the Company/Assignment of Intellectual Property
   * Contractor agrees that any and all presently existing business of the Company and all business developed by Contractor or any other Contractor of the Company including, without limitation, contracts, fees, commissions, compensation, records, accounts, customers, clients, customer and client lists, agreements and any other incident of any business developed by or carried on for the Company by Contractor or any other person is and shall be the exclusive property of the Company.
   * Contractor hereby grants and assigns to Company (without any separate or additional remuneration or compensation other than that received by Contractor as set forth in this Agreement) Contractor's entire right, title and interest throughout the world in and to all information, procedures, developments, designs, drawings, inventions, systems, improvements, whether patentable or not, patent and trademark applications therefor, programs, trade secrets, clients, customers, client and customer lists and all other data and know-how (all of which collectively referred to herein as "Intellectual Property") made, conceived, developed or acquired in the course of Company's business in the scope of Contractor's performance of services under this Agreement for the Company. Contractor further agrees to assist the Company or its designee, at Company's expense, in every way, to secure the Company's exclusive rights in and to the Intellectual Property in any and all countries which assistance may include, without limitation, execution of all applications, assignments, oaths and all other instruments which the Company may deem necessary in order to apply for and obtain such rights. Contractor shall not remove from any Company office or facility any such materials.
2. Attorneys’ Fees

Contractor shall pay Company all costs and expenses, including reasonable attorneys’ fees, incurred in enforcing Company’s rights and remedies under Sections 6 through 9 of this Agreement in the event of a breach or threatened breach by Contractor whether or not a lawsuit is filed.

1. Prohibition of Assignment

Contractor shall not assign, transfer, or convey, pledge or encumber this Agreement or any right, title, or interest he may have in any money due or to become due to him hereunder, nor shall he engage subcontractors to perform any services or obligations of Contractor hereunder, without the prior written consent of the Company, and any such prohibitive act shall be absolutely void. Contractor will make no assignment of any kind or nature to the compensation earned or to be earned by him hereunder, either by power of attorney, conditional sales contract or otherwise which is designed to compel the Company to pay such compensation to any person other than Contractor and any such prohibitive act shall be absolutely void.

1. Waiver

The waiver by either party of any breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

13. Notices

All notices and other communications under this Agreement shall be sufficient if given in writing and if delivered personally or mailed, certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses first set forth above or to such other address as any party may designate from time to time by written notice to the other for such purpose.

14. Independent Contractor Relationship Only

* Contractor agrees and acknowledges that i) he is an independent contractor only, ii) this Agreement creates no relationship of employer/employee, principal/agent, or master/servant, and iii) no partnership or joint venture is created or intended by this Agreement.
* Contractor warrants and represents to Company that Contractor i) offers his services to the public, ii) maintains his own commercial telephone listing, and iii) maintains his own office.

1. Insurance

Contractor shall maintain worker’s compensation insurance for himself as required by applicable law.

1. Miscellaneous

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may not be modified, altered, amended, or waived in whole or in part unless in writing and signed by the party or parties to be charged. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and incorporates all prior written or oral representations, negotiations, or discussions of the parties. The captions used in this Agreement are used solely for convenience and shall have no bearing on the meaning and intent of the provisions contained herein. In the event any provision(s) hereunder shall be deemed invalid, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as an instrument under seal on the day and year first above written.

Contractor -

(Typed signature)

Company – JELCRS, LLC

By: 

Edward V. Vicinanza

Title: President