**INDEPENDENT CONTRACTOR AGREEMENT**

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

2025, 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 or company)  
 (AE or company Address)

WHEREAS, the Company is engaged in the business of offering various financial services to new and existing clients including but not limited to claims collection from class action law suits and other similar financial programs;; 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 services as an independent contractor and 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 Manager) engaging in the marketing and sale of the Company’s services. Contractor’s duties shall include but not be limited to;

* Identifying such current clients as may qualify for financial service opportunities offered by JEL as they arise.
* Identifying new potential clients (“Prospects”) by networking, following leads from existing Company clients (“Clients”), attending events and conferences, and/or building relationships with people.
* Persuading Prospects to purchase Company services by highlighting service benefits and key features.
* Building and maintaining solid working relationships with both Prospects and Clients.
* Addressing Prospect and Client concerns and resolving complaints
* Promptly entering Prospect data in the Company CRM, initiating a Client agreement and tracking the progress and development of the Client through the Client’s service onboarding process, including tracking Client Agreements and other documents and obtaining Clients’ signatures if necessary to complete each sale. If this process is not completed properly, Contractor could lose a sale. This translates into a loss of profits for the Company as well as for the Contractor.
* Above all, the Contractor must be able to do all of these things independently without substantial direction, control or supervision by the Company.

1. Responsibilities

* Contractor is responsible for understanding and mastering Company-provided training materials, which are available via direct training and on the AM Toolbox page of the Company website.
* Contractor is responsible for attending regular and ad hoc virtual sales meetings.
* In the event Contractor is unable to attend a sales meeting, Contractor is nevertheless responsible for obtaining and abiding by all information communicated at the missed meeting. To accommodate this, a video of the sales meeting will be available on the AM Toolbox page of the Company website.

1. Compensation

As compensation for the services to be rendered to the Company by Contractor, Contractor agrees to be compensated solely on a commission basis. Commissions shall be at least 20% of the net amount actually received by Company on behalf of Clients’ participating in services offered by JEL as secured by Contractor. Company reserves the right to raise or lower commission on a case-to-case basis such as for changes in compensation rates negotiated with an individual Client, Contractor’s decision to not continue managing Contractor’s Client accounts, or for specific service offerings requiring a different approach to compensation.

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 EXPRESSLY AGREES THAT RECEIPT BY COMPANY OF FULL PAYMENT BASED ON A CLIENT CLAIM 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 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 not be entitled to 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 and for any reason upon providing the other party 15 days written notice.
   * In the event of termination of this Agreement for any reason, 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 Company trade secrets and proprietary and confidential information, including, without limitation, records, files, memoranda, reports, processes, business models, business methods, performance data, Client lists, Client identities, Client requirements, or Client data, whether or not reduced to writing, which shall come into Contractor’s possession in any manner relating to the Company, its Clients, subsidiaries or affiliates(collectively the “Proprietary Information”). Upon termination of this Agreement for any reason, Contractor shall immediately return 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, in any capacity or in any manner, directly or indirectly, whether for Contractor’s own behalf or for the benefit of another:
* divulge to any person, firm, corporation or other entity any name, address or requirement of any Company Client or Prospect;
* attempt to obtain the withdrawal from Company of any of Company's employees or contractors; or
* recruit, solicit, contact or conduct any business with a Company Client, or a Company Prospect which was actively solicited by the Contractor or the Company during the six month period prior to termination of this Agreement.

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 7-9, 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 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 relationships 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, Clients, 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 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, Client lists and all other data and know-how (all of which collectively referred to herein as "Intellectual Property") made, conceived, developed or acquired by Contractor in the course of Company's business and 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 or protect 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 7- 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. The parties agree that in the event legal action is instituted to enforce or interpret this Agreement, by execution hereof each party consents to the exclusive jurisdiction of and venue in the State courts of competent jurisdiction in Hillsborough County, 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 –

(Signature – Please type)

Company – JELCRS, LLC

By: 

Edward V. Vicinanza

Title: President