INDEPENDENT CONTRACTOR AGENT AGREEMENT

\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

 SUPPLIER PURCHASER ACCOUNT EXECUTIVE VIRTUAL OTHER

 (SALES PERSON) ASSISTANT

**4U2 INC. (Hereinafter called "4U2") AND**

**the " Supplier: \_\_\_Purchaser: \_\_\_Account Executive: \_\_\_Virtual Assistant:\_\_\_ Other:\_\_\_\_.”**

**(hereinafter called "Agent"). Please indicate, by way of check-mark, the position that you or someone you know, are interested in.**

***PLEASE INITIAL EACH PAGE, AT THE BOTTOM RIGHT-HAND CORNER, TO INDICAT THAT YOU HAVE READ, UNDERSTAND AND AGREE WITH THE CONTENTS OF EACH PAGE.***

**1. This Agreement contains the entire understanding and agreement between the parties of this Agreement, and there are no other representations, agreements, arrangements and understandings, oral or written, between the parties hereto which are not expressed herein. This Agreement shall be effective as of this date.**

1. **The Agent warrants to be bondable and insurable at normal rates and acknowledges and agrees to be guided and abide by all rules and regulations applicable to all municipal, provincial/state, and federal licensing laws and regulations.**
2. Remuneration:

\_\_\_\_% Net Commissions for each Independent Contractor type “Agent”, based on each transaction that successfully closes; which is currently as follows:

####  4U2 Supplier \_\_\_\_ % on the Net: \_\_\_ or Gross: \_\_\_on every transaction

####  4U2 Purchaser \_\_\_\_% on the Net: \_\_\_ or Gross:\_\_\_ on every transaction

####  4U2 Account Executive \_\_\_\_ % on the Net:\_\_\_\_ or Gross:\_\_\_on every transaction

  **(Sales Person)**

 **402 Virtual Assisstant \_\_\_\_\_% on the Net:\_\_\_\_ or Gross:\_\_\_\_on every transaction**

## ii. The Agent, who obtained the supplier/purchaser identified the supplier and/or purchaser whose product(s) or service(s) were bought by the Purchaser, will receive the following

## Commission(s) (See 3 iii c) for definition of Net income:

#### *Any and all commissions will be paid for by 4U2.*

**iii a) A commission paid on every transaction, to an Account Executive/Purchaser/Supplier/Virtual Assistant/Other, who refers another Account Executive/Purchaser/Supplier/Virtual Assistant/Other, to become a commissioned Agent with 4U2 and for commission coaching and mentoring that Agent.**

**“Account Executive” will endeavor to sell at least 7 new purchase order accounts per week .**

**Note: All Agent(s) must be available and attend to all purchase order forms, as soon as possible, and advise the result of inquiry, within a maximum of two (2) days.**

**Any “Agent” – ‘will endeavor to recruit at least 7 other agents each month. Each “Agent” is responsible for the training, supervision and administration of all those recruited by them. (The Agent must also pay any and all expenses each and every month owed to 4U2 and all other creditors no later than three (3) business days of each pay period).**

**b) Any Mortgage, Real Estate, Insurance or other separately licensed finders fee will only be paid to 4U2 nominees who are legally permitted to collect such fees or 4U2. See 3iii(a) for definition of “in good standing”.**

c) All income will be paid to Agents(s) who are in good standing with 4U2. less all expenses related to any cancelled sales or all returns.

d) The Fee payable on each Account is equal to the net amount collected.

4. 4U2 will pay the Agents a commission for every successful transaction. A fee shall be deemed earned upon 4U2 agents having assisted, if required, in the collection of all applicable fees due to 4U2 and upon all of the said fees having been deposited into and cleared through 4U2’s bank. The fees received from any account on sales, less any refunds and offsets, will be deducted on the following basis: All fees earned and received, between the 1st and 15th day of any month will be paid on the 3rd working day following the 1st of the following month. The fees earned between the 16th and the last day of any month, less any outstanding balance from the 1st to the 15th of that month will be adjusted and paid on the 3rd working day following the 16th day of the following month.

1. **The Agent acknowledges that he/she/it is self-employed. All income earned by the “Agent” may be reported to the appropriate government agencies on a yearly basis, if requested by any of applicable government agency. The Agent further acknowledges that he/she/it is not employed by 4U2 and is not in partnership with 4U2. The Agent shall be responsible for all personal expenses, including, but not limited to, automobile, travel and automobile business insurance, including third party liability insurance in the face amount of not less than One Million ($1,000,000.00) Dollars for any one person arising out of a single automobile accident, entertainment, promotion, food, lodging, telephone, bookkeeping fees, licensing fees and dues, income taxes, PST, GST, WCB or equivalent, and all other applicable taxes and charges, which may result from the Agent being contracted to 4U2.**

**5a. The Agent, upon execution of this Agreement, agrees to do everything possible to protect and maintain a high ethical standard of conduct. The Agent shall at all times maintain a proper attitude towards the public, 4U2, and its fellow 4U2 contractors, suppliers and other Agents, and shall not engage in any act or activities that disrupts the 4U2 System, its operation or the 4U2 office.**

**5b. The Agent is only authorized to enter into a final agreement on behalf of 4U2 when arrangements have been made between 4U2 and the Agent in writing. Any and all completed contracts must be forwarded to 4U2, by email, when executed and will be held in the 4U2 head office.**

1. **In the event that 4U2 or Agent decides to terminate this Agreement, all final sales and purchases shall be subject to payment of any outstanding Fees earned. As an independent contractor/businessperson, the Agent indemnifies and hold*s* 4U2 harmless for any losses sustained through their activities.**
2. **During the term of this Agreement and for a period of two years following the termination of this Agreement, the Agent agrees not to compete directly or indirectly with 4U2 and shall not solicit any similar work for himself/herself or any other company, firm or individual contracted to 4U2 or already being pursued by himself/herself nor from any other leads already being pursued by any other Agent of 4U2. If the Agent breaches this non-competition covenant, the Agent shall forthwith pay $70,000 USD and all expenses to 4U2. The parties agree that the $70,000 USD is a reasonable estimate of the damages, which will be suffered by 4U2 as a result of such breach, which shall be immediately payable as liquidated damages.**
3. It is also understood that any information given to the Agent verbally or in writing is considered confidential and shall not be photocopied or be provided in any other form or manner to any person or entity. Any breach of this Agreement will result in the termination of this Agreement and legal action being taken against the Agent, at the Agent’s cost.
4. Any disagreements between 4U2 and the Agent shall be resolved by DISPUTE RESOLUTION at a site to be determined by 4U2. And the Agent shall submit any disagreements to an independent Mediator/Arbitrator, within 3 working days of the disagreement, in writing. The independent Mediator/Arbitrator will set up a mediation meeting within 7 working days of the notification. If the parties cannot agree to mediate within 5 working days or if the mediation fails, the disagreement, in writing, shall then be arbitrated by the same independent Mediator/Arbitrator during the same meeting. The Arbitrator will then make a binding award within 10 working days, under the terms of the Alberta Arbitration Act in Calgary, Alberta, Canada. If the parties cannot agree on an independent Mediator/Arbitrator within 5 working days of the disagreement, the parties then agree that the appointment of the Mediator/Arbitrator shall be immediately made by CEO of 4U2. Each party shall pay its own costs. All the costs of the proceedings shall be divided equally between them.

10. Either party may terminate this Agreement by giving the other one (1) day written notice.

11. A signed copy of this Agreement constitutes a contract and willingness to comply with all the terms and conditions set out herein.

**12. This Agreement can be modified or amended by 4U2 by giving the Agent 5 days written notice. 4U2 has the authority to modify or amend the agreement immediately providing that these changes are required by regulating bodies, such as government agencies. Otherwise, 4U2 will provide the Agent with 5 working days’ notice of any changes that will effect them, but the remaining provisions contained herein will not in any way be affected or impaired thereby.**

**13. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected thereby.**

**14. The success of the Agent with 4U2 is speculative and will depend on many factors including, to a large extent, the Agent’s independent business ability. The Agent has not relied on any warranty or representation, written, printed, oral, express or implied as to his/her/their/its potential success in the business venture contemplated herby, and no one has promised, guaranteed or assured the**

**agent of any level of income.**

**15. The Agent hereby certifies that the information given in the Resume and this Agreement is correct and complete. The Agent further authorizes 4U2 to make any and all inquiries 4U2 feels necessary to evaluate the potential association with the Agent. The Agent further understand that any false or incomplete information is grounds for immediate rejection and cancellation of this Agreement. The Agent specifically authorizes and requests all present or previous employers, mortgage holders, landlords, rental agreements, credit grantors, banks, accountants, stock brokers and local, provincial/state, and Federal Government Agencies to release any requested information in the evaluation of the application to become associated with 4U2 and shall include, but not be limited to, credit reports, landlord, employment and bank verifications, small claims court filing searches, provincial court judgement searches and security clearance checks.**

**16. The receipt of $\_\_\_\_\_\_\_\_ in the USD currency where application is made payable**

 **by Visa\_\_\_\_ Master Card\_\_\_\_ Other Approved \_\_\_\_\_ to cover this non-refundable application with 4U2.**

**17. Other Terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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This agreement incorporates and supersedes all prior negotiations and agreements, oral and written, between the parties. The parties agree that signatures on this document, if delivered to the other party by way of Email, shall be binding as if originals.

**THIS AGREEMENT MADE THIS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2023**

##### REGISTERED NAME OF AGENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(PLEASE PRINT)**

##### S.I.N./OTHER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDRESS:\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_POSTAL CODE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE NUMBER:**

**(R)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(B)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(CELL)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1-800\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **For 4U2 INC.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WITNESS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INDEPENDENT CONTRACTOR AGENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WITNESS** R01/22/2