



# Independent Contractor Agreement

This Agreement entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Capitalize, LLC (hereinafter referred to as "the Company") and \_\_\_\_\_ (hereinafter referred to as "the Agent"), collectively referred to as the "Parties" and "Party" individually, shall be in effect from this date until terminated by either party.

Both Parties have agreed to enter into this Agreement based on the following terms and conditions:

## Terms and Conditions

- Statement Of Employment** Effective this date, the Company acknowledges Agent as an authorized sales representative for the products and services of the Company. Agent acknowledges that he/she will be viewed as an Independent Contractor. The Company will not be responsible for filing or paying any local, federal or state taxes. Furthermore, the Company will not provide retirement or any other benefits customary to employment.
- Duties Of Sales Agent** Agent will carry out the customary duties of a sales representative. This includes, but is not limited to, solicitation of new clients and conducting marketing/promotional efforts in accordance with guidelines established by Company. The Company shall provide the Agent with approved marketing and sales materials. The Agent is not authorized to create, modify, or distribute any marketing materials without prior written approval from the Company.
- Sales Commissions** Company will pay Agent who is verified to be the procuring cause of a sale, a royalty/sales commission in accordance with the Agent Commission Schedule currently in effect. Commissions will be paid on new and prior sales (residual compensation) provided the agent is an authorized representative in good standing.
- Duration Of Agreement; Termination** Agent or Company may terminate this Agreement by providing 14-days written notification to other party. The Company reserves the right to immediately terminate this Agreement if Agent willfully, in the sole opinion of Company, misrepresents the product or its capabilities, or otherwise violates established company policies.
- Usage Of Software And Marketing Materials** Agent is granted limited, revocable access to Company branding, digital assets, marketing and sales materials, internal documents, and proprietary training resources ("Company Materials") solely for use in marketing and selling Company products, and only as directed by the Company.

All Company Materials, including logos, trademarks, copyrighted content, and training materials, are the exclusive property of the Company and are confidential and proprietary. Agent may not copy, distribute, modify, create, derivative works from, or disclose any Company Materials without the Company's prior written consent. Any customization or adaptation requires express written approval.

Agent shall not alter or modify Company logos, trademarks, or branding in any way that could compromise their integrity or the Company's trademark rights.

Unauthorized use, disclosure, or distribution of Company Materials will result in immediate termination and may subject Agent to legal action. The Company will pursue all available legal remedies to protect its interests in the event of any breach or infringement.

**6. Non-Disclosure Of Trade Secrets** Agent recognizes and acknowledges that information that is furnished concerning the Company's services, customers, supplier relationships and other confidential matters constitutes a valuable and unique trade asset of the Company.

Accordingly, Agent will not, during or after the term of this Agreement, disclose any such information or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the written permission of the Company.

**7. Non-Solicitation** For a period of twelve (12) months following the termination of this Agreement, whether voluntary or involuntary, Agent shall not, directly or indirectly, solicit, contact, divert, or conduct business with any client, lead, prospect, or business relationship that was introduced to, serviced by, or obtained through the Agent's engagement with the Company.

In the event of a breach of this provision, Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity. Agent shall be held liable for all damages suffered by the Company, including but not limited to lost revenue, diminished business value, and all costs associated with enforcing this provision, including reasonable attorney's fees and court costs.

**8. Standards of Conduct and Representation** Agent shall conduct all business activities in a professional, ethical, and lawful manner. Agent shall not engage in any conduct that is dishonest, misleading, fraudulent, or otherwise damaging to the Company's reputation, client relationships, or ability to conduct business.

Agent shall not make any false representations, guarantees, or promises to clients or prospective clients regarding the Company's products, services, terms, or outcomes. Any misrepresentation, whether intentional or negligent, shall constitute a material breach of this Agreement.

In the event of such breach, the Company reserves the right to immediately terminate this Agreement and pursue all available legal remedies, including but not limited to recovery of damages, lost revenue, and reasonable attorney's fees.

**9. Compliance with Company Policies** The Agent agrees to adhere to all policies, procedures, and guidelines established by the Company, as may be amended from time to time at the Company's sole discretion. The Agent acknowledges that failure to comply with any Company policy constitutes grounds for immediate termination of this Agreement.

**10. Written Agreement Constitutes Entire Relationship** This Agreement, along with any specified addendum, is a complete Agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, unless contained in writing in this Agreement shall not bind either party. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.

**11. Binding Effect And Governing Law** This Agreement shall be binding upon the parties hereto and shall be governed, interpreted and construed by, through and under the laws of the State of New Jersey. By signing below, the parties have caused this Agreement to be duly executed on the date above.

## Acceptance and Signature

### Sales Agent

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Capitalize, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_