

INDEPENDENT CONTRACTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective this [REDACTED] day of [REDACTED], 2021, by and between:

Pave Creative & Marketing Agency LLC (hereinafter referred to as the “Company”), a corporation organized and existing under the laws of the State of California, with its principal place of business located at 1055 W 7th St, 33F, Los Angeles, CA 90017. The term “Company” shall include Pave Creative & Marketing Agency LLC, its corporate predecessors, affiliates, parents, subsidiaries, successors, and assigns, and all their officers, members, Contractors, and agents, except that any obligation undertaken by the Company under this Agreement is undertaken solely by Pave Creative & Marketing Agency LLC.

and [REDACTED] (hereinafter referred to as the “Contractor”), an individual, with his principal residence located at: [REDACTED] (Contractor’s address).

The term “Contractor” includes Contractor’s heirs, executors, administrators, and personal representatives.

First Party and Second Party may be collectively referred to as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Company is engaged in the business of providing online marketing and creative services to businesses and individuals (the “Services”); and

WHEREAS, the Company desires to retain the services of the Contractor to market and solicit orders for the Services by the Company, and the Contractor desires to accept such appointment and perform such duties as are further described below in this Agreement.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. PURPOSES

- 1.1. The Company hereby employs the Contractor, and the Contractor accepts an independent contractor employment from the Company as an Outside Salesperson and/or such other duties as the Company may, from time to time, determine.
- 1.2. The Company hereby engages the Contractor for the primary purpose of soliciting of sales during the Term of this Agreement and in accordance with the provisions of this Agreement in the territory or territories to be determined by the Company at the Company's sole discretion.

2. DUTIES

- 2.1. The Contractor accepts such role as an Outside Salesperson (Independent Contractor) and agrees to devote his/her time at his/her convenience, and pursue his/her best efforts to soliciting sales in the territory or territories to be determined by the Company.
- 2.2. The Contractor has fully read, comprehends, and accepts the following:
 - 2.2.1. The Contractor is an exempt employee who is legally able to work in the United States and is at least eighteen (18) years of age.
 - 2.2.2. As an Outside Salesperson working as an independent contractor, they are exempt from normal federal and state employee rights such as minimum wage laws, overtime laws, rest periods, benefits, and/or meal breaks. The Contractor will be paid on commission and goal based incentives only.
 - 2.2.3. The Contractor works more than half of his/her working time away from the Company's place of business.
 - 2.2.4. The Contractor finds leads and obtains orders for products or services but shall not give incorrect estimates or misinformation to potential Clients.
 - 2.2.5. The Contractor is responsible for paying his/her own taxes and the Company will not withhold any taxes owed to the IRS.
 - 2.2.6. The Contractor acknowledges that unless a lead he/she found turns into a sale, and the payment from the Client has been cleared; the Company does not owe the Contractor any form of compensation.
 - 2.2.7. In the case the Client decides to terminate their agreement early, the Company will not owe the commission compensation of the remaining months that the Company was not paid by the Client.
 - 2.2.8. The Contractor acknowledges that compensation is made based on commission only and that there are neither quotas or pressure to acquire more sales.
 - 2.2.9. The Contractor reserves the right to pursue any other employment and were not forced to work any amount of hours or on a certain schedule. The Contractor has been advised to work remotely, away from the Company's place of business.
- 2.3. The Contractor shall solicit sales for the exclusive benefit of the Company. The Contractor shall not serve as an adviser, agent, consultant, independent contractor or in any partnership, corporation or other entity, person or firm that directly sells or services any type of product or service that competes, conflicts, or interferes with the performance of his duties, unless he has first received written consent of the Company, which consent shall be revocable at the will of the Company.
- 2.4. The Contractor shall present the Company's Services and Products to prospective clients and will offer Services' quotes at prices furnished by the Company, on the terms and conditions established by the Company and in the territories established by the Company. The Contractor shall not at any time enter into any contract with any person, firm or corporation that shall purport to bind the Company in any manner whatsoever without written authority from the Company and any such contract entered into by such Contractor shall not be binding upon the Company. The Company specifically reserves the right to reject any application or contract or to cancel any application or contract or part thereof even after acceptance, for credit reasons or for any other reason whatsoever that the Company deems appropriate.
- 2.5. Establish, develop, and maintain positive business and client relationships and turn leads you generate into sales.

- 2.6. Although the Contractor is an independent contractor, Contractor must present itself in a **professional manner with proper business attire** for in-person and virtual meetings with proper language/communication during phone calls & emails.
- 2.7. Reach out to client leads through cold calling, email, LinkedIn, and other strategies of your choice.
- 2.8. Contractor shall perform the Services under this Agreement as an independent contractor under a W9 form. All materials, trade-secrets, know-how, ideas, equipment, software, hardware and facilities owned by Contractor and used in connection with the performance of the Services by Contractor shall remain the exclusive property of Contractor and no right, title, license or equitable claim for its use shall arise to or be asserted by the Company. All materials, equipment, software, hardware and facilities owned by Company and utilized by Contractor in connection with the performance of the Services by Contractor shall remain the exclusive property of Company and no right, title, license or equitable claim for its use shall arise to or be asserted by Contractor.

3. TERMS

- 3.1. This Agreement shall commence on the Effective Date and shall remain in full force and effect unless terminated by one of the Parties pursuant to the provisions of this Agreement.

4. COMPENSATION

- 4.1. As compensation for all the duties to be performed by the Contractor pursuant to the terms and conditions set forth herein and such other duties as the Company may from time to time determine, the Company shall pay Contractor in accordance with Schedule A to this Agreement. **All compensation paid by the Company to the Contractor will be in the form of commission and goal based incentives only.** The Company shall pay the Contractor the Contractor's commission compensation only when the Company receives payment from Client and the Marketing Agreement has been signed by both parties.
- 4.2. A commission shall be considered earned on each **payment received** from a ready, willing, and able client who entered a contract with the Company through the sales activities of the Contractor. The Contractor shall be entitled to receive commissions on all payment received from such client for the entire contract term as stated in the contract between Company and acquired Client. For the purposes of this clause, the Contractor is entitled to payment on **every payment received by the Company.** Commission payment is due upon receipt of such payment from the client and must be paid within 7 business days upon receipt by the Company through Direct Deposit or the payment method of the Company's choice.
- 4.3. In the event that a commission is paid to the Contractor pursuant to the terms of this Article 4, and the Company, for any reason that is determined to be a **direct result of improper actions of the Contractor such as spreading misinformation or overly stating the Company's services, the Contractor is required to return the amount**

paid by the client upon which the Contractor's commissions were based, Contractor shall, upon thirty (30) days written notice, repay to the Company such compensation as he has received based on the amounts so returned or returnable.

- 4.4. In the event that a commission is paid to the Contractor pursuant to the terms of this Article 4, and the Company, for any reason that is determined to be a direct result of client resignation from the contract with a demand of deposit and other payment return, the Contractor is required, upon thirty (30) days written notice, to repay to the Company such compensation as he has received based on the amounts so returned or returnable. Compensation payable pursuant to this Article 4 shall be paid not less frequently than monthly and may be offset by any amounts owed to the Company.
- 4.5. In the event the Company shall determine, in its sole discretion, that compensation based on the Schedule of Commission shall change, the Company shall provide written notice to the Contractor at least thirty (30) days prior to the said change. Any amounts paid and any benefits provided to the Contractor pursuant to this agreement that are deemed to be compensation under the Internal Revenue Code shall be subject to the applicable income tax withholding for federal, state and local income taxes paid by the Contractor on his/her own tax returns. In addition, the Contractor chose to participate in filing their own personal income taxes as they are deemed an independent contractor.

5. OTHER BENEFITS AND EXPENSES

- 5.1. The Contractor chose to participate in his own health insurance plan, outside of the Company. The Company is not obliged to cover any expenses connected to formal employee related benefits. Contractor hereby acknowledge that Company has not made any representations or promised to provide the Contractor with any benefits under this Agreement.

6. PRICES AND SERVICE

- 6.1. The Contractor shall sell the Company's products and services at the price and under the terms and conditions established by the Company. Said prices, terms and conditions may, from time to time, be changed and/or modified by the Company at its sole discretion.

7. TERMINATION

- 7.1. In the event of the death of the Contractor, the Company shall pay to the representative of the Contractor's estate all funds due to the Contractor to the date of death. In the event that the Contractor becomes disabled because of physical or mental disability as to be unable to perform the services required by this agreement and such disability continues for fourteen (14) days, the Company may, at or after the expiration of such fourteen (14) days period and provided the Contractor's incapacity is then continuing, terminate the Contractor's employment under this agreement. It is expressly understood that the inability of the Contractor to render services to the Company by reason of illness, disability or incapacity or any cause beyond his control shall not constitute a failure by the Contractor to perform his obligations hereunder and shall not be considered a breach or default under this agreement.

- 7.2. In the event that the Contractor violates any of the provisions of this agreement, fails to perform the services required of the Contractor by this agreement or performs any act or does anything by which the Company shall incur liability, then, at the option of the Company, this contract shall at once cease and the Company shall be under no obligation to the Contractor, except to pay the Contractor for such services as may have been performed up to the date of termination of this agreement as herein provided.
- 7.3. In the event that the Contractor should be arrested or be the subject to an indictment or charged with any crime or unlawful act involving an allegation or charge of a breach of moral turpitude or the sale or use of a prohibited drug or controlled substance, this contract shall at once cease and become null and void and the Company shall be under no obligation to the Contractor except to pay the Contractor such compensation as he may be entitled to receive up to the time of such termination.
- 7.4. In the event that the Contractor should be found to have taken, used or converted any property belonging to the Company, the Contractor shall be immediately discharged, and this contract shall at once cease and become null and void and the Company shall be under no obligation to the Contractor except to pay the Contractor such compensation as he may be entitled to receive up to the time of such termination.
- 7.5. Any payments due the Contractor pursuant to termination shall be paid to the Contractor as soon as the Company can determine the true and correct amount for all payments due the Contractor, except that in the event that said termination is due to the misconduct of the Contractor pertaining to any of the terms hereunder, the Company shall have the right to withhold all money due the Contractor and shall apply said funds as an offset against any money due the Company from the Contractor as a result of the Contractor misconduct. In any event, the Contractor shall be entitled to an accounting, in writing, of the funds so withheld. At the end of Contractor's contract or upon termination of employment, whether voluntary or involuntary, said Contractor shall immediately return to the Company all company properties in his possession or under his control.
- 7.6. The Company reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages incurred because of Contractor's failure to return Company property, or due to the Contractor's improper actions during and after termination of employment. The Contractor will be legally liable for spreading misinformation about our products and services, or for making false promises to the Client.
- 7.7. Notwithstanding any other provision of this Agreement, the Company may terminate this Agreement at any time by giving fourteen (14) days written notice to the Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

8. CONFIDENTIAL INFORMATION.

- 8.1. "Confidential Information" shall be defined for the purpose of this agreement as information (1) disclosed to the Contractor or known or gathered by the Contractor as a consequence of or through his employment by the Company and (2) not generally

known to the industry in which the Company is or may become engaged about the Company's products, administrative services or methods of doing business, including, but not limited to, information relating to trade secrets, marketing techniques and programs, dates, figures, projections, costs, methods of operation, identity of plans or administrative services, estimates, client lists, client history, personnel history, financial statements, accounting procedures and selling techniques. That the Contractor will not during his/her employment or after termination thereof, irrespective of the time, manner or cause of the termination of said employment, directly or indirectly disclose to any person, firm or corporation any of the above Confidential Information that he shall have acquired during his term of employment.

- 8.2. The Contractor agrees that he will not, during his term with the Company or at any time thereafter, interfere with or disrupt, or attempt to interfere with or disrupt, any business relationship, contractual or otherwise, between the Company and any other party, including clients or prospective clients, suppliers, agents or other contractors of the Company.
- 8.3. The Contractor acknowledges that all documents, words, files, client lists, information and data in his possession or custody, whether gathered by the Contractor or any other person, and whether or not reduced to writing, an electronic or magnetic medium, relating to the business activities of the Company are and shall remain the sole and exclusive property of the Company and/or the Company's clients.
- 8.4. That upon the termination of said employment, irrespective of the time, manner or cause of said termination, the Contractor will surrender to the Company all information written or otherwise in connection with the Company's clients or business as well as other property of the Company.

9. DISCLAIMER OF LIABILITY AND RELEASE, AND INDEMNIFICATION

- 9.1. Contractor shall release, defend, protect, indemnify, and hold Company harmless from and against all liability, claims, costs, expenses, damages (whether actual, consequential, special or punitive) demands, suits, and causes of action of every kind and character (the "claims") arising in favor of any person, corporation, or other entity, including Contractor and their contractors or agents, on account of malpractice, personal injuries or death, or damages to property in anywise, incident to or in connection with or arising out of (a) the services performed pursuant to this Agreement; (b) this Agreement; (c) the presence of Contractor on Company's premises or the premises of any client; or (d) the act or omission of Contractor or Contractor's contractors or agents. Although Contractor may be a subscriber under a worker's compensation act, disability act, or other employee benefit act that would limit the amount or type of damages, compensation, or benefits payable by or for Contractor, Contractor expressly assumes the entire liability pursuant to this provision for any and all claims against Company arising in favor of Contractor or his/her representatives and beneficiaries.

10. NONCOMPETITION PROVISION.

- 10.1. In further consideration of employment, the Contractor shall not engage in a business in any manner similar to or in competition with the Company's or the Company's

affiliated businesses during the term of his employment. Furthermore, within 70 miles of Los Angeles, California and Brea, California, the Contractor shall not:

- 10.1.1. Engage in a business in any manner similar to or in competition with the Company's business for a period of one (1) year from the date of termination of his employment with the Company.
 - 10.1.2. Request any clients of any business then being conducted or contemplated by the Company or its affiliates to curtail or cancel their business with the Company or its affiliates.
 - 10.1.3. Disclose to any person, firm or corporation any trade, technical or technological secrets, any details of organizations or business affairs, any names of past or present clients of the Company or its affiliates or any other information relating to the business or businesses or their affiliates.
 - 10.1.4. Solicit, canvass or accept any business or transaction for any other person, firm or corporation or business similar to any business of the Company or its affiliates.
 - 10.1.5. Induce, or attempt to influence, any Contractor of the Company or its affiliates to terminate employment with the Company or its affiliates or to enter into any employment or other business relationship with any other person (including the Contractor), firm or corporation act or conduct himself self in any manner that he shall have reason to believe is inimical or contrary to the interests of the Company or its affiliates.
 - 10.1.6. Perform any act in violation hereof through any other person or entity or through any plan, scheme or design calculated to circumvent the requirements hereof.
- 10.2. The Contractor acknowledges and agrees that the above restriction is reasonable as to duration, that it is fully enforceable, and waives any objection thereto and covenants to institute no suit or proceeding or otherwise advance any position or contention to the contrary. The Contractor recognizes that immediate and irreparable damage will result to the Company if the Contractor breaches any of the terms and conditions of this article and, accordingly, the Contractor hereby consents to the entry of temporary, preliminary and permanent injunctive relief by any court of California jurisdiction against him to restrain any such breach, in addition to any other remedies or claims for money damages that the Company may seek; and the Contractor agrees to render an equitable accounting of all earnings, profits and other benefits arising from such violations; and to pay all costs and counsel fees incurred by the Company in enforcing this agreement, which rights shall be cumulative. The Contractor represents and warrants to the Company that his experience and capabilities are such that he can obtain employment in business without breaching the terms and conditions of this article and that his obligations under the provisions of this article (and the enforcement thereof by injunction or otherwise) will not prevent him from earning a livelihood.
- 10.3. This covenant on the part of the Contractor shall be construed as an agreement independent of any other provisions of this agreement, and the existence of any claim or cause of action of the Contractor against the Company, whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by the

Company of this covenant. In the event that the Contractor is in breach of any of the provisions of this Article 9, the period of proscription from doing the act or acts constituting a breach of this Article 9 shall be extended for a period of one (1) year from the date that the Contractor ceased, whether voluntarily or by court order, to engage in or do said actions.

10.4. The Contractor recognizes and agrees that the Company does not have a remedy at law adequate to protect the Company's rights and interests as set forth in this article, and the Contractor therefore agrees that the Company shall have the right to an injunction enjoining the Contractor from violating the provisions of this article. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Contractor.

10.5. If any action at law or equity is necessary to enforce or interpret the terms of this agreement, the Contractor agrees to pay the Company reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief and/or damages to which the Company may be entitled.

10.6. In the event that a court of competent jurisdiction determines that this restrictive covenant and covenant not to compete is unenforceable in whole or in part for any reason, including, without limitation, the duration, scope and remedies set forth above, then same shall not be void, but rather shall be enforced to the extent that same is deemed to be enforceable by said court, as if originally executed in that form by the parties hereto.

11. MISCELLANEOUS

11.1. Service of all notice under this agreement shall be sufficient if made by registered mail to the specific party involved herein at his respective address hereinafter set forth or as such party may provide from time to time in writing:

11.1.1. For the Company: or 471 W. Lambert Road, Suite 103, Brea, CA 92821.

11.1.2. For the Contractor:

11.2. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements, whether oral or written, of any nature whatsoever with respect to the term of employment that is the subject matter hereof, and there are no representations, warranties, understandings or agreements other than those expressly set forth herein between the Company and the Contractor. This agreement cannot be changed, modified or terminated except in writing and signed by the parties hereto.

11.3. The validity, interpretation, construction and enforcement of this agreement shall be governed by the laws of the State of California.

11.4. Arbitration. Any and all disputes arising under this agreement shall be subject to mandatory and binding arbitration. Said arbitration shall take place in the State of California. Neither party shall have any right to bring an action relating to this agreement

in a court of law, except insofar as to either enforce or appeal the results of any such arbitration. In any such arbitration, and subsequent court action, the prevailing party shall be entitled to collect its fees and costs associated therewith from the non-prevailing party.

- 11.5. Either Party shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such Party's reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of the public enemy (terrorism), insurrections, riots, embargoes, labor disputes, including strikes, lockouts, pandemic, lockdown, quarantine, or by any order of government, job actions, or boycotts, fires explosions or floods, provided that such performance shall be excused only to the extent of and during the reasonable continuance of the effect of such force majeure.
- 11.6. The Company shall have the right, but not the obligation, to assign this agreement and the Company's rights hereunder in whole, but not in part, to any corporation or other entity with or into which the Company may hereafter merge or consolidate or to which the Company may transfer all or substantially all of its assets provided such corporation or other entity assumes all of the Company's obligations hereunder.
- 11.7. The Contractor understands and acknowledges that his employment contract is a contract for personal services of the Contractor and cannot be assigned. This contract is for the personal services of the Contractor and shall cease and desist and be considered null and void upon the termination of the contract under any of the provisions hereto.
- 11.8. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereto and the agreement shall be construed in all respects as though such invalid or unenforceable provision were omitted.
- 11.9. Any legal action undertaken by the Contractor pursuant to any of the terms or conditions or the interpretation thereof shall be commenced within twelve (12) months of said termination. The Contractor agrees hereby that after a term of twelve (12) months has expired, no legal action against the Company may be brought in any court regarding any term or condition of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date first above written.

Company:

Name: Peter Lee

Title: Chief Marketing Officer

Signature: 

Date: 2/17/2021

Contractor:

Name: [Redacted]

SSN/EIN: [Redacted]

Signature: [Redacted]

Date: [Redacted]



SCHEDULE A

PAVE CREATIVE MARKETING AGENCY COMMISSION SCHEDULE

(For monthly contracts & recurring payments only)

# OF CLIENTS	FIRST PAYMENT COMMISSION	RECURRING MONTHS	ONE TIME GOAL BASED INCENTIVE (Paid in addition to the commission %)
1	10%	6%	\$250
2	10%	6%	
3	10%	6%	
4	10%	6%	\$500
5	10%	6%	
6	10%	6%	\$500
7	10%	6%	
8	10%	6%	\$750
9	10%	6%	
10	10%	6%	\$1,000
11	10%	6%	
12	10%	6%	\$750
13	10%	6%	
14	10%	6%	\$750
15	10%	6%	
16	10%	6%	\$750
17	10%	6%	
18	10%	6%	\$750
19	10%	6%	
20	10%	6%	\$2,000