

Radiant Fulfillment Center

INDEPENDENT CONTRACTOR AGREEMENT

Jr. Sales Partner Agent

Radiant Fulfillment Center (the "Company") _____
("Independent Contractor") enter into the following Independent Contractor Agreement
("Agreement") on this _____ day of _____ 2020.

Recitals

WHEREAS, the Company desires to engage the Independent Contractor and Independent Contractor desires to provide services for the Company in a position that will allow Independent Contractor access to various trade secrets, confidential information, and customer contacts and relationships belonging to or maintained by the Company, and which will require Independent Contractor to perform services of a unique and special nature; and

WHEREAS, the Company wishes to protect the trade secrets and other proprietary and confidential information of the Company, to assure the Company's ability to continue its business to preserve the Company's goodwill, and to protect the Company's investment in customer contacts; and

WHEREAS, in consideration of Independent Contractor's agreement with the Company, the Company desires to receive from Independent Contractor covenants: (a) not to disclose any confidential information acquired during the course of his relationship with the Company; (b) not to solicit any former or current customer of the Company with whom Independent Contractor has done business and has had personal contact during the course of his relationship with the Company, where the purpose of the solicitation is to provide services in competition with the Company's services; (c) not to solicit any employee of the Company to terminate his or her employment with the Company; (d) not to solicit any independent contractor of the Company to terminate his or her relationship with the Company; and (e) other covenants contained in this Agreement, as more fully described herein; and

WHEREAS, the Company and Independent Contractor desire to set forth in writing the terms and conditions of their agreements and understandings with respect to these covenants. This Agreement does not purport to set forth all the terms of the independent contractor relationship between the Company and the Independent Contractor but embodies all of the agreements and understandings that relate to the covenants at issue herein.

Agreement

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and for other good and valuable consideration, including but not limited to the independent contractor relationship between Independent Contractor and Company, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Acknowledgement. The Company is an Independent Sales Organization that is in the business of providing merchant services. Independent Contractor acknowledges that the Company's business and services are highly specialized, the identity and particular needs of the Company's customers are not generally known, and the documents and information regarding the Company's customers, services, methods of operation, sales, pricing, and costs are highly confidential and constitute trade secrets. Independent Contractor further acknowledges that the services rendered to the Company by Independent Contractor have been or will be of a special and unusual character which have a unique value to the

Company and that Independent Contractor has had or will have access to trade secrets, confidential information, training and customer contacts and relationships belonging to or maintained by the Company, the loss of which the Company cannot adequately be compensated for by money damages alone.

2. Independent Contractor. The Company hereby agrees to compensate independent Contractor for services rendered for the Company, and Independent Contractor hereby accepts said compensation for services rendered for the Company on the terms and conditions expressed in this Agreement.

3. Duty of Independent Contractor. Independent Contractor warrants and represents that he has complied with or will comply with, in a timely manner, all applicable federal, state, and/or local laws, regulations, ordinances, licensing, and/or certification requirements.

4. Compensation. For all services rendered by Independent Contractor, the Company shall pay Independent Contractor such compensation as outlined in Schedule A attached hereto. Compensation will be calculated on a net basis of Company's processing costs/share with all service providers and shall be subject to change from time to time in accordance with any changes in Company's agreements with service providers. Compensation shall be ongoing unless the total monthly compensation due from all merchants signed by Independent Contractor falls below \$150 at any time after six (6) months from the effective date of this agreement.

5. Ownership of Accounts and Business. Independent Contractor expressly acknowledges and agrees that all accounts and all business, whether originally procured by Independent Contractor or referred to Independent Contractor by the Company, are and shall remain the sole and exclusive property of the Company. Independent Contractor shall have no ownership or other property right in such accounts or business at any time, including following termination of this Agreement. All lists, files, work papers, correspondence, and written or electronic records of every kind, which relate in any manner to any account serviced by Independent Contractor, shall be and remain the absolute and exclusive property of the Company, both before and following Independent Contractor's relationship with the Company.

6. Non-solicitation. Independent Contractor promises and agrees that during the term of this Agreement, and for a period of three (3) years following Independent Contractor's last date of rendering services for the Company, Independent Contractor will not, on behalf of himself, or any person or entity:

A-1. Directly or indirectly contact, solicit, influence or attempt to influence any former or current customers of the Company with whom Independent Contractor has done business and/or has had personal contact during the course of his relationship with the Company, where the purpose of such contact, solicitation, influence or attempt to influence is to provide services in competition with the Company's services.

A-2. Directly or indirectly contact, solicit, influence or attempt to influence any of the Company's independent contractors/employees to terminate their relationship with the Company.

7. Confidential Information. During the term of Independent Contractor's relationship with the Company and thereafter, Independent Contractor shall not, without the prior written consent of the Company, or as may otherwise be required by law or legal process, use, communicate or divulge any confidential information acquired during the course of his relationship with the Company. Furthermore:

A. Independent Contractor shall hold in a fiduciary capacity, in strict confidence and trust, for the benefit of the Company, all trade secrets, secret or confidential information, knowledge or data relating to the Company and its respective business obtained by Independent Contractor during his relationship with the Company and which has not become public knowledge (other than by any direct or indirect acts by Independent Contractor in violation of this Agreement). Confidential information includes, but is not limited to, records, lists, and knowledge of the Company's customers, merchant accounts, prospects, suppliers, methods of operation, operating and strategic plans, processes, trade secrets, products (existing and potential), research and development activities, methods of determination of prices, price books, loss information, loss control reports, reserve amounts, audit reports, customer renewal or expiration dates, financial condition, profits, manufacturing, sales, net income, and indebtedness, as the same may exist from time to time.

B. Independent Contractor agrees that all the Company's materials, including but not limited to styles, designs, lists, drawings, manuals, letters, notes, notebooks, audio or video tapes, computer disks, programs, customer and potential customer lists, materials, books, files, reports, correspondence, records and other documents used, prepared, or made available to Independent Contractor, shall be and shall remain the property of the Company. Upon the termination of his relationship with the Company, Independent Contractor shall immediately return all the Company's materials to the Company, and the Independent Contractor shall not, directly or indirectly, copy, take, or remove from the Company's premises any such materials, in tangible or electronic form. In addition, Independent Contractor shall certify, in writing, that all such materials have been returned. Upon the Company's request, Independent Contractor shall permit the Company to have access to Independent Contractor's laptop, home computer, or other electronic devices owned or controlled by Independent Contractor to verify that all of the Company's materials have been permanently removed from them.

8. Successors.

A. This Agreement is personal to Independent Contractor and shall not, without the prior written consent of the Company, be assignable by Independent Contractor.

B. The Company may assign this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Agreement for all purposes. As used herein, "successor" and "assignee" shall include any persons, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires the stock of the Company or to which the Company assigns this Agreement by operation of law or otherwise.

9. Waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

10. Modification. This Agreement may not be amended or modified other than by a written agreement executed by Independent Contractor and the Company.

11. Reasonableness of Restrictions. Independent Contractor has carefully read and considered the provisions of this Agreement, and having done so, agrees that the restrictions set forth herein are fair and are reasonably required for the protection of the Company's legitimate business interests.

12. Severability. Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, then such invalidity, illegality, or unenforceability shall not affect any other provision or any other

jurisdiction, but this agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had been never contained in this agreement.

13. Complete Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Company and Independent Contractor concerning the subject matters addressed herein, and supersedes and replaces all prior negotiations, representations, promises, agreements, or understandings proposed or otherwise, written or oral, concerning the subject matters herein.

14. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Nevada without regard to principles of conflict of laws.

15. Indemnification.

- A. **Independent Contractor.** The Independent Contractor hereby agrees to indemnify and hold harmless the Company from and against any loss, cost or damage (including reasonable attorneys' fees and court costs) incurred by the Company as a result of or arising from the Independent Contractor's misrepresentations, failure to comply with the Terms of this Agreement or the Independent Contractor's willful misconduct or negligent performance of its obligations hereunder. Such indemnification obligation shall continue subsequent to the termination of this Agreement for actions arising from events occurring during the Term of this Agreement.
- B. **Company.** The Company hereby agrees to indemnify and hold harmless the Independent Contractor from and against any loss, cost or damage (including reasonable attorneys' fees and court costs) incurred by the Independent Contractor as a result of or arising from the Company's failure to comply with the Terms of this Agreement, or the Company's willful misconduct or negligent performance of its obligations hereunder.

16. Termination for Cause.

- A. Should Independent Contractor or any of Independent Contractor's agents or representatives commit an act or acts of fraud, deceit, theft or intentional misrepresentation of a material fact in the course of the performance of its duties under the terms of this Agreement, then in such event Company may immediately and unilaterally terminate this Agreement upon written notice to sales representative.
- B. Because the actual damages Company would sustain if Independent Contractor committed the acts set forth in 16. A of this Agreement are uncertain and would be impossible or very difficult to ascertain accurately, the parties agree that in the event of such breach, Independent Contractor agrees that all residuals due to Independent Contractor by Company shall be forfeited and assigned to Company. Further Independent Contractor shall assign to Company the accounts of all merchants established for Company by Independent Contractor. The parties agree that the forfeiture and assignment of the residual payment and accounts due pursuant to this Agreement is reasonable and just compensation for the harm caused by such breach. Therefore, Company agrees to accept the forfeiture and assignment of the residuals and merchant accounts of Independent Contractor as liquidated damages and not as a penalty

17. Remedies.

A. In the event Independent Contractor violates this Agreement, the term of each covenant violated shall be automatically extended for a period of two (2) years from the date upon which Independent Contractor permanently ceases such violation.

B. In addition to all of the remedies otherwise available to the Company, the Company shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of this Agreement. If a court determines that violation or threatened violation warrants the issuance of injunctive relief, Independent Contractor agrees that no bond will be required to secure the issuance of the injunctive relief. Compensatory payments from the Independent Contractor to the Company in the amount of 48 times the monthly residual income for each merchant shall be the penalty for the breach of any term of this Independent Contractor Agreement.

C. If, at the Company's sole discretion, the Company has reason to suspect that Independent Contractor is or has violated any provision of this Agreement, Independent Contractor agrees to cooperate, fully and completely, with the Company by responding to inquiries, providing statements or depositions, and the like, no later than five (5) business days after any such request by the Company.

D. All of the Company's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.

E. The Company shall be entitled to recover its attorneys' fees and costs in any action brought to enforce any provision of this Agreement.

IN WITNESS HEREOF, the Company and Independent Contractor have duly executed this Agreement in the State of Nevada. This Agreement may be signed in counterparts, but all such counterparts shall be construed as one Agreement. This Agreement shall be effective and binding upon execution by Independent Contractor.

Independent Contractor

By _____

Dated _____

Company, Radiant Fulfillment Center

By _____
Jeremy Fox

8/1/2020

Dated

I further understand that I cannot represent myself as a representative of Radiant Fulfillment Center, Wells Fargo Bank, TSYS, or First Data Merchant Services, nor can I discuss or carry paperwork of Radiant Fulfillment Center, Wells Fargo Bank, TSYS, or First Data Merchant Services until I am notified in writing that I have been approved by Radiant Fulfillment Center.

I authorize and instruct any person or consumer reporting agency to make inquiries and compile such reports as may be requested by Radiant Fulfillment Center, TSYS, Wells Fargo Bank or First Data Merchant Services, and also authorize Radiant Fulfillment Center, TSYS, Wells Fargo Bank and First Data Merchant Services to make whatever inquiries and investigations necessary in connection with my application for Independent Contractor. I am aware that pursuant to the Fair Credit Reporting Act, I may make a written request within a reasonable time for disclosure of any information received from a consumer reporting agency as authorized hereby.

In consideration for my services and my being considered for Independent Contractor position, I agree to conform to the rules of Radiant Fulfillment Center, TSYS, Wells Fargo Bank and First Data Merchant Services. I further acknowledge that my services may be terminated, and any offer of services, if such has been made, may be withdrawn, with or without cause and with or without prior notice, and that nothing in this background investigation authorization or any policy of Radiant Fulfillment Center, TSYS, Wells Fargo Bank or First Data Merchant Services, constitutes a contract or guarantee of employment.

The first thirty (30) days will be considered a probation period. Probationary service can be terminated any time during that period based on the background investigation as described by Radiant Fulfillment Center, TSYS, Wells Fargo Bank and First Data Merchant Services.

Independent Representative Signature: _____

Print Name: _____

Date: _____

Schedule A

Sr. Outside Sales Partner: "Leased or Purchased Equipment"

A-B-C- Credit Lease Commission: is equal to 12x the monthly lease payment.

D-E- Credit Lease Commission: is equal to 6x the monthly lease payment.

- 30% residuals on net profit above processing costs outlined below in attached "Appendix A".

Sr. Outside Sales Partner: **Free Terminal Placement** \$200 of install bonus received by company - and 20% residuals on net profit above processing costs outlined below in attached "Appendix A". Additionally, free processing equipment will be supplied by Company. Equipment will be limited to one of the listed terminals. Any Merchant Accounts canceling for fraud or misrepresentation or don't process \$500 within the first 30 days, OSP will be subject to claw back to Independent Representative by Company of value (cost) of install bonus.

Purchase Program (100% of Mark Up/Merchant Purchased or Reprogrammed Equipment Over equipment cost 30% of net profit above processing costs outlined below in attached "Appendix A Residuals.

SCHEDULE A: CODE OF ETHICS

Radiant Fulfillment Center strives to act with high ethical standards. As an independent sales organization/professional representing Radiant Fulfillment Center and its banking partners, your business conduct reflects not only upon you and Radiant Payments, but also on Radiant Payments' banking partners and Card Association members, for whom goodwill and honesty are equally as important. The purpose of this *Code of Ethics* is to provide a statement of policies and responsibilities regarding to the ethical and legal conduct of your business. You are required to read this Code of Ethics carefully and comply with both its spirit and letter in all your business dealings relating to Radiant Fulfillment Center.

1. GENERAL GUIDELINES

- a. If you are not a registered ISO/ISA with Visa and MasterCard, you are required to present yourself as an agent of Radiant Fulfillment Center and its banking partners. It is expressly forbidden to use any other business name in the solicitation of a merchant's bankcard processing business.
- b. You are required to maintain the highest standards of professionalism and to comply with Radiant Payments', its banking partners and the Association's policies at all times.
- c. You are required to use only the advertising and marketing materials that are approved by Radiant Payments.
- d. You are required to act with honesty and integrity at all times and never to make misrepresentations or any statements intended to mislead or misinform.
- e. You are required to provide sound professional advice in all sales presentations and sales calls and to remain knowledgeable and updated in respect of industry services.
- f. You are required to inform prospective merchants that their bankcard processing agreement will be between the merchant and the processing bank, which bank must be clearly identified.
- g. You are required to conduct due diligence and complete all site inspections truthfully. You must accurately report the nature of any business in which a prospective merchant is engaged. You must promptly report to Radiant Fulfillment Center any change in and to a merchant's business which might expose Radiant Fulfillment Center and its banking partners to financial risk or if said business would be out of compliance with stated policies.
- h. You are required to quote all rates and charges in a manner that is consistent with Radiant Payments' rate guidelines and will not quote rates for other card types/brands that you are not specifically registered to market.
- i. You are required to assure that all checks and/or payments are properly made out to Radiant Fulfillment Center or its banking partners, as the case may be, and not to you personally, unless otherwise agreed to in writing by Radiant Payments.
- j. You are required to conduct all sales presentations in a positive manner, relying upon your ability and the value of

Radiant Fulfillment Center and its banking partners to obtain customers. You must never inaccurately disparage a competitor.

- k. You are required to maintain the confidentiality of information provided to you by any prospective merchant or company and may not reveal any such information without the proper consent except to Radiant Fulfillment Center and its banking partners and their agents.

- l. You are required to send all original merchant agreements to Radiant Fulfillment Center and to store all related working documents in a secure place.

- m. You are required to ensure that all information contained in documents presented to Radiant Payments' and/ or its banking partners are complete and accurate. Any withholding or modification of information is **STRICTLY FORBIDDEN**.

2. UNDERSTANDING

- a. You agree that you have no authority to bind Radiant Fulfillment Center or its banking partners contractually in any way.
- b. You agree that you will present yourself in a professional manner in all dealings with merchants and prospective merchants.
- c. You agree that you will direct all correspondence through Radiant Fulfillment Center and that you will not directly contact Radiant's banking partners, Visa or MasterCard.

3. TERMINATION OF RELATIONSHIP

- a. If for any reason our relationship is terminated, you are required to immediately return all sales and promotional materials to Radiant Payments.
- b. If for any reason our relationship is terminated, you must immediately cease and desist from using either Radiant Payment's banking partners name and Radiant's name in solicitation of any kind.
- c. Failure to abide by this *Code of Ethics* may result in the termination of your ISO Agreement with Radiant Payments, without further obligation or liability on the part of Radiant Payments.

SCHEDULE A

1. Residuals will be paid on the (29th) day of the following month in which Merchant begins processing, provided residuals were collected from the Merchant and Radiant's vendors. ISO shall be paid the following amount each month for the services it renders under this Agreement:
 - a. **Net Income*** multiplied by the Revenue Share

"Net Income" shall mean the revenue received by Radiant attributable to Merchants submitted by ISO to Radiant, minus all Radiant costs, including, but not limited to, those buy rates as set forth below, and any amounts owed to Radiant under this Agreement. Any increases to Radiant's costs may be passed through to ISO in this calculation without notice.

2. Radiant may offer additional services to ISO. If ISO requests reports, customization or any consulting services in relation to Merchants, or if changes in the management of such Merchants are required, ISO shall bear the costs (pricing to be mutually agreed upon) relating to such requests, accommodations or requirements. For any amounts due for these services, Radiant will invoice ISO on the 15th of the month. Payment will be deducted via ACH or from ISO's residuals in the discretion of Radiant. If ISO fails to pay an outstanding invoice for more than thirty (30) days, then ISO shall have deemed to have committed a default under section of the Agreement
3. 20% reserve will be held for 90 days on lease fundings to cover any chargebacks. Any unused reserve will be paid out to Sales Partner as a bonus on a 90 day rolling basis.

BUY RATES

	Billing Cycle	Buy Rate	Revenue Share
Fixed Fees			
Interchange & Assessment (Visa/MC/Discover/AOB)	Per Transaction	Pass-Thru	30%/20%
American Express Discount	Monthly Volume	20bps	30%/20%
Account on File Fee	Monthly	\$4.50	30%/20%
Transaction Fees			
Transaction Fee (Authorization/Capture)	Per Item	\$ 0.04	30%/20%
Non Bank Card	Per Item	\$ 0.04	30%/20%
Debit Network Transaction (not including network pass-thru)	Per Transaction	\$ 0.04	30%/20%
EBT Transaction	Per Transaction	\$ 0.04	30%/20%
Batch Header	Per Batch	\$ 0.03	30%/20%
AVS Voice	Per Call	\$ 1.75	30%/20%
AVS Electronic	Per Call	\$ 0.03	30%/20%
Voice Authorization	Per Call	\$ 0.95	30%/20%
Voice Authorization Issuer Referral	Per Call	\$1.95	30%/20%
Micros Surcharge (+ transaction fee)	Per Item	\$ 0.05	30%/20%
BIN Fee	Monthly Volume	1.5 bps	N/A
High Risk BIN Fee	Monthly Volume	3bps	N/A
Processing Fees			
Chargeback	Per Item	\$ 9.00	NA
Retrieval	Per Item	\$ 5.00	NA
Wireless			
Wireless Activation Fee	Per Terminal	\$ 15.00	NA
Monthly Fee	Per Terminal	\$ 11.00	NA
Transaction Fee (+transaction fee)	Per Item	\$ 0.04	NA

BUY-RATES (cont')	Billing Cycle	Buy Rate	Revenue
Back Office Services			
Welcome Call + Training (applicable only if Radiant downloads and trains merchant)	Per Terminal	\$35.00	N/A
Download Adjustment	Per Occurrence	\$ 0.75	N/A
Application Set-Up Fee	Per Application	\$0.00	N/A
File Set-up Adjustment	Per Occurrence	\$ 1.00	N/A
Radiant LIVE	Per Mid	\$ 0.25	N/A
Radiant 360 - \$9.75 cost to Merchant per month	Monthly	\$ 7.75	30%/20%
PCI (Swiped) - \$6.00 cost to Merchant per month	Monthly	\$ 5.00	30%/20%
PCI (Keyed) - \$10.00 cost to Merchant per month	Monthly	\$8.75	30%/20%
Security/Compliance Fee (optional)	Annually	\$139.80	30%/20%
Gov't Regulatory Fee- \$3.00 cost to Merchant per Month	Monthly	\$2.00	30%/20%
Monthly Minimum Fee	Monthly	\$15.00	30%/20%
Optional Products and Services			
Radiant One - \$9.95 cost to Merchant per month	Monthly	\$8.95	30%/20%
Radiant Insights - \$29.99 cost to Merchant per month	Monthly	\$20.00	30%/20%
Radiant Fulfillment Center Gateway (Also includes PMobile)			
Set-up fee	Per Gateway	\$25.00	N/A
Monthly Gateway fee (per Gateway)	Monthly	\$ 5.00	N/A
Per transaction fee (+transaction fee)	Per Item	\$ 0.06	N/A
PMobile swiper (first swiper per MID is free to merchant)	Per Device	\$35.00	N/A
Global One Gateway			
Set-up fee	Per Gateway	\$25.00	N/A
Monthly Gateway fee (per Gateway)	Monthly	\$5.00	N/A
Per transaction fee (+transaction fee)	Per Item	\$0.06	N/A
Optional Add-On services for Global One Gateway			
Tokenization	Per card stored monthly	\$0.01	N/A
Auto Account Updater	One Time Setup	\$500.00	N/A
Auto Account Updater Monthly Fee	Monthly	\$50.00	N/A
Auto Account Updater per transaction fee	Per card update	\$0.75	N/A
Flex Point Terminal			
FlexPoint One Time Setup	Per Terminal	\$ 20.00	
Device:	Buyrate License Fee per Month:	Revenue Share:	
FlexPoint 225	\$14.00	N/A	
FlexPoint 340	\$16.00	N/A	
FlexPoint 530	\$20.00	N/A	
FlexPoint 540	\$25.00	N/A	