STERLING MEDIA HOUSE

INDEPENDENT CONTRACTOR SALES AGREEMENT (COMMISSION-ONLY)

This Independent Contractor Sales Agreement (the "Agreement") is entered into as of ____________________ (the "Effective Date"), by and between:

Sterling Media House ("Company"), a sole proprietorship operated by Robert Jordan; and

_____________________________________ ("Contractor"), an independent contractor.

Company and Contractor may each be referred to individually as a "Party" and collectively as the "Parties."

1. Independent Contractor Relationship

1.1 Contractor is retained solely as an independent contractor, not as an employee, agent, partner, or joint venturer of Company. Nothing in this Agreement creates an employer-employee relationship.

1.2 Contractor has the right to control the manner and means by which Contractor performs sales activities under this Agreement, including the right to set Contractor's own hours and work location, subject only to the deal-logging, CRM-use, and lead-handling requirements described in Section 3 (which govern the sequence and recordkeeping of company-provided leads, not Contractor's schedule).

1.3 Contractor is free to perform similar services for other companies during the Term, provided Contractor complies with the confidentiality and non-solicitation obligations in Sections 8 and 9. Company does not require exclusivity.

1.4 Contractor is not required to attend company meetings, training sessions, or use Company scripts verbatim as a condition of payment; Company-provided playbooks, scripts, and FAQ materials (e.g., the Field Playbook, Sales Success Outline) are offered as optional resources, not mandatory procedures, except where a specific step is a condition precedent to a lead being commissionable under Section 3.4.

1.5 Company will not withhold income taxes, Social Security, or Medicare from any commission paid under this Agreement. Contractor is solely responsible for all federal, state, and local taxes arising from payments under this Agreement, including self-employment tax. Company will issue Contractor an IRS Form 1099-NEC for each calendar year in which Contractor is paid $600 or more.

1.6 Contractor is not eligible for and will not claim eligibility for any employee benefit, including health insurance, retirement contributions, paid time off, workers' compensation, or unemployment insurance, through Company.

2. Role and Scope of Work

2.1 Contractor is engaged to generate sales of Company's services (currently including the Sterling Conversion Engine websites, Sterling Video Engine, Sterling Front Desk AI, Reputation Engine, Visibility Engine, and Sterling Insights, and any successor or additional service Company offers) to prospective small-business clients.

2.2 Contractor's role will be one or more of the following, as agreed in writing (including by role selection in Company's CRM):

- Setter — qualifies and books appointments; does not close.
- Closer (with Setter) — closes deals sourced by a Setter.
- Closer-Only / Full-Cycle — sources and closes deals independently, and/or upsells add-ons to existing clients.

2.3 Contractor's responsibilities end at the point of closing and payment collection. Contractor is not responsible for client onboarding, fulfillment, or service delivery, which Company handles separately.

2.4 Contractor must enter prospect and deal information into Company's CRM (currently GoHighLevel) only after a prospect has actually been contacted and spoken with, consistent with Company's funnel process, so that Company can accurately track and pay commission.

3. Compensation — Commission Only

3.1 Contractor's sole compensation under this Agreement is commission earned on closed and paid deals. There is no base salary, hourly wage, guaranteed minimum, or draw of any kind.

3.2 Commission rates by role are as follows:

Role	Upfront Commission	Recurring Commission (monthly, while active)
Setter	8% of upfront collected	None
Closer (deal sourced by a Setter)	22% of upfront collected	7% of monthly recurring payment
Closer-Only / Full-Cycle (self-sourced, or add-on upsold later)	30% of upfront collected	7% of monthly recurring payment

3.3 Definitions and calculation rules:

- “Upfront collected” means the total deposit, setup fee(s), and first month's payment actually collected from the client at the time of closing.
- “Recurring commission” is 7% of the client's monthly recurring payment, paid monthly for as long as (a) the client remains active and current with Company, and (b) Contractor remains actively affiliated with Company under this Agreement. Recurring commission is not a vested or lifetime entitlement and stops immediately upon either condition failing.
- If a Closer upsells an add-on to an existing client, that Closer (not the original Closer, if different) receives the upfront and recurring commission on that add-on.
- If a client upgrades a service tier, recurring commission is recalculated on the new total monthly payment going forward; it is not retroactive.
- A rent-to-own transition fee generates no upfront or recurring commission. If the transition ends a monthly site fee, recurring commission on that site fee stops as of the transition; recurring commission on any separate add-ons continues unaffected.
- Commission splits, rates, and the service/price list referenced above may be updated by Company from time to time on written notice to Contractor (including by posting an updated rate sheet); the updated rates apply prospectively to deals closed after the effective date of the change, not to commission already earned.

3.4 Commission is earned only once payment has actually been collected from the client. No commission is earned or payable on a deal that is not closed, on payment that is refunded or charged back, or on a lead that was never actually contacted and logged per Section 2.4.

3.5 Company will pay earned, unpaid commission on the 1st and 15th of each month (or the next business day if a payment date falls on a weekend or holiday), covering commission earned and reconcilable as of the prior pay period.

3.6 If Contractor's affiliation with Company ends for any reason, (a) Contractor retains any upfront commission already earned and payable on deals closed before the end date, and (b) recurring commission ceases as of the end date, consistent with Section 3.3, regardless of when in the payment cycle the end date falls.

3.7 Clawback of Paid Commission. If Company refunds, reverses, or charges back all or part of a client's payment for any reason — including a cancellation, dispute, chargeback, billing error, or rescission — after commission on that payment has already been paid to Contractor, Contractor must repay Company the corresponding portion of commission already paid, calculated at the same rate under Section 3.2 applied to the refunded amount. Company may, at its option, satisfy this repayment by deducting the clawback amount from Contractor's future commission payments under this Agreement; if no future commission is payable, or the amount owed exceeds Contractor's future commission over the following two pay periods, Contractor must repay the remaining balance to Company directly within thirty (30) days of Company's written request. This clawback applies to both upfront and recurring commission, and survives termination of this Agreement as to any refund, reversal, or chargeback that relates to commission paid during the Term.

4. Expenses and Equipment

Contractor is responsible for Contractor's own equipment, phone, internet, transportation, and any other tools needed to perform sales activities, except that Company will provide access to its CRM (GoHighLevel), lead lists it generates, and standard sales collateral. Company will not reimburse Contractor's business expenses unless separately agreed in writing.

5. Leads and Client Ownership

5.1 Leads and client accounts entered into Company's CRM are Company's property and remain Company's clients, regardless of which Contractor sourced or closed them.

5.2 Contractor may separately generate and work Contractor's own leads ("self-generated leads") consistent with Company's self-generating-leads guidance, and remains entitled to commission on deals Contractor personally sources and closes.

6. Term and Termination

6.1 This Agreement begins on the Effective Date and continues until terminated by either Party.

6.2 Either Party may terminate this Agreement at any time, with or without cause, upon written notice to the other Party. No notice period is required given the commission-only, at-will nature of the relationship, though Company may specify a notice period in a separate policy document.

6.3 Termination does not affect commission already earned and payable under Section 3.6.

7. Compliance and Conduct

7.1 Contractor will comply with all applicable laws in performing sales activities, including telemarketing and text-messaging laws (e.g., TCPA), and will not make representations about Company's services beyond what Company's published pricing, FAQ, and marketing materials state.

7.2 Contractor will not quote pricing, terms, or promises to clients that deviate from Company's current published rate sheet without Company's prior written approval.

7.3 Contractor will handle client and prospect personal information in accordance with Company's privacy practices and will not use it for any purpose outside performing this Agreement.

8. Confidentiality

Contractor will keep confidential, and not disclose or use outside the scope of this Agreement, Company's non-public business information, including pricing structures, commission rates, lead lists, client lists, CRM data, sales scripts, playbooks, and financial information. This obligation survives termination of this Agreement.

9. Non-Solicitation

During the Term and for twelve (12) months after termination, Contractor will not directly or indirectly solicit any client of Company that Contractor learned of or worked with through this Agreement, for the purpose of offering competing services, nor solicit other Company contractors to leave Company.

10. Intellectual Property

Any sales scripts, marketing copy, or client-facing materials Contractor creates specifically for Company in the course of this engagement are works made for hire to the extent permitted by law, and Contractor assigns to Company all right, title, and interest in such materials. This does not extend to Contractor's own general sales skills, know-how, or independently developed prospecting methods.

11. No Guarantee of Income or Leads

Contractor acknowledges that commission-only compensation means Contractor's income depends entirely on Contractor's own sales performance and self-generated leads (where applicable). Company does not guarantee any minimum number of leads, appointments, or deals will be made available to Contractor.

12. Independent Legal and Tax Advice

Contractor acknowledges that Company has not provided legal, tax, or financial advice regarding Contractor's classification as an independent contractor, and Contractor has had the opportunity to seek independent counsel before signing.

13. General Provisions

13.1 Governing Law. This Agreement is governed by the laws of the State of Missouri, without regard to conflict-of-law principles.

13.2 Entire Agreement. This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes prior discussions or agreements, written or oral, on that subject.

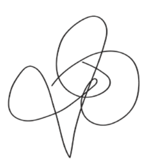
13.3 Amendment. This Agreement may be amended only in writing signed (including by electronic signature) by both Parties, except for rate-sheet updates under Section 3.3.

13.4 Severability. If any provision is held unenforceable, the remaining provisions remain in full force.

13.5 No Assignment. Contractor may not assign this Agreement without Company's prior written consent.

SIGNATURES

COMPANY — STERLING MEDIA HOUSE

By: 

Name: Robert Jordan

Title: Founder / Owner

CONTRACTOR

Name (print): ________________________________

Date: _________________

Address for tax purposes: ______________________________________

SSN / EIN (for 1099-NEC): _____________________________________