

INDEPENDENT CONTRACTOR AGREEMENT

Congratulations on being selected as a **Brainerbook Independent Sales Agent!**

In the months to come, we look forward to cultivating a mutual financially beneficial partnership with you. The purpose of this document is to outline the terms and conditions of this partnership, and the level of compensation that you will receive upon the completion of each sale.

Please thoroughly take your time to look through this entire document to make sure that the terms and conditions of our business relationship are well understood. It is your responsibility to understand these stipulations, and if you have any questions from any ambiguities you may perceive, please feel free to contact us, for clarification before signing and submitting the document at info@brainerbook.com

*****Please Note that the contents of this document are valid from 28th December 2023 and are subject to change, if Brainerbook sees it necessary******

A BRAINY BOOST TO YOUR INCOME

Brainerbook Independent Sales Agents have the ability to earn a considerably large stream of income, in a relatively short amount of time, so we hope that you take full advantage of the opportunity to do so, and embark on the challenge each day with enthusiasm, courage and grace.

The founder of Brainerbook, although no longer currently based in South Africa, has lived in Johannesburg for several years. This means that he is aware of the harsh economic difficulties that unfortunately many South African citizens have to endure and face, each and every day. This is why he is so pleased to give South Africans just like yourself, the once in a lifetime opportunity to break through the impediments of their financial constraints, simply by investing a very modest amount of their income each month, towards an app that is predicted to be a major game changer in Edtech which is predicted in the near future to be a **\$404 Billion industry.**

Your job is to **notify and inspire** individuals of this bright future that they can be a part of, after a relatively small monthly investment, that is far less than a Virgin Active, or Planet Fitness Gym membership.

The Brainerbook Micro-investor offer is irresistible and a once in a lifetime opportunity that we highly recommend even our own Independent Sales Agents to take. However, you are not obligated to do so.

It is important to note, that the Brainerbook app schematics have been in development for several years, and they are currently in **the final stages of completion**. This means that development is ready to begin shortly. However, it requires financial funding to employ the manpower to build this revolutionary new innovative software. We highly predict, Brainerbook will cause a mass secession and exodus of a significant quantity of **Facebook and other social media giant's users** on to a new platform that can dramatically improve their well-being. This should be a cause of great celebration since social media has been known to be the source of much social strife, conflict, and mental stress. Now, with Brainerbook, the world will have a new opportunity for a fresh start, and a new beginning where they can use an app that will bring about a *positive change* in their mental health and well-being, instead of lowering it, and increasing their anxiety and discomfort. We are exceedingly pleased to have you along with this journey and are grateful for your application. Thank you, for your willingness to be of service.

Below, please find the terms and conditions of the agreement, and the level and schedule of the Brainerbook Independent Sales Agent's compensation.

TERMS AND CONDITIONS

ARTICLE 1: ENGAGEMENT

1.1 Independent Contractor Status

Brainerbook Independent Sales Agents ("Agents") are engaged as independent contractors. They are not employees, agents, joint venturers, or partners of Brainerbook LLC ("Company"). The Company does not exert control over the methods by which the Agents perform their tasks and obligations. The Agents are advocates for the Company's brand but do not legally represent the Company or enter into agreements on behalf of the Company. The Company disclaims all legal liability and responsibility for actions or omissions of the Agents.

1.2 Termination of Engagement

The Company reserves the unilateral right to terminate the engagement of any Agent at any time, subject to applicable laws and regulations, based on, but not limited to, the following grounds:

1.2.1 Inadequate Performance:

Failure to regularly capture or close leads as required by the Company's performance standards.

1.2.2 *Quality of Leads:*

Generation of an excessive volume of poor-quality leads that do not meet the Company's criteria.

1.2.3 *Customer Complaints:*

Receipt of substantiated complaints from customers regarding an Agent's conduct or performance.

1.2.4 *Professional Conduct:*

Use of vulgar, offensive, impudent, or disrespectful language or behavior.

1.2.5 *Compliance with Company Policies:*

Regular non-compliance with the Company's dress code regulations or other prescribed policies.

1.2.6 *Misrepresentation:*

Dissemination of false, misleading, or unauthorized information concerning the Company or its products and services.

1.2.7 *Integrity and Trustworthiness:*

Engaging in dishonest, unethical, or untrustworthy conduct.

1.2.8 *Reporting and Communication:*

Failing to regularly report or maintain responsiveness as required by the Company.

1.2.9 *Ethical Sales Practices:*

Utilization of unethical sales tactics or exertion of undue pressure (duress) on potential customers.

1.2.10 *Brand Representation:*

Misuse, improper representation, or unauthorized use of the Company's brand, trademarks, or intellectual property.

1.2.11 *Knowledge and Understanding:*

Demonstrable lack of understanding or failure to adequately represent the Company's products, services, and legal agreements.

1.2.12 *Operational Redundancy:*

Termination due to redundancy or completion of fund-raising activities for which the Agent was engaged.

1.2.13 *Unauthorized Representation:*

Any unauthorized representation or misstatement regarding the Company or its business activities.

ARTICLE 2: CATEGORIES OF INDEPENDENT SALES AGENTS

2.1 *Classification of Agents*

Brainerbook LLC ("Company") engages two distinct categories of Independent Sales Agents:

2.1.1 *Lead Capturers (LCs):*

Agents primarily responsible for identifying and capturing potential sales leads. Their primary role is to initiate contact with potential customers, gather essential information, and establish interest in the Company's products and services.

2.1.2 *Lead Closers ("Closers"):*

Agents tasked with the responsibility of converting the captured leads into finalized sales. This involves engaging with potential customers who have been identified by the LCs, providing further information, addressing queries, and facilitating the completion of the sales process.

2.2 *Temporary Role Consolidation*

Due to the current stage of the Company's funding:

2.2.1 *Interim Responsibilities:*

For the interim period, or until such time as the first 500 leads are captured, LCs will also assume the responsibilities of Closers. This includes not only identifying and capturing leads but also working towards converting these leads into finalized sales.

2.2.2 *Commencement of Closing Activities:*

It is critical to note that the formal process of closing sales, as traditionally undertaken by Closers, will commence only after the successful capture of the first 500 leads by the LCs.

2.2.3 *Notification of Change:*

The Company will notify the Agents when the initial target of 500 leads is met, and the standard operational roles of LCs and Closers will be reinstated as per the original structure of the roles.

ARTICLE 3: ROLE AND RESPONSIBILITIES OF LEAD CAPTURERS

3.1 *Job Description of Lead Capturers*

Lead Capturers ("LCs") engaged by Brainerbook LLC ("Company") are tasked with the primary responsibility of generating leads for the Company's products and services. LCs are required to:

3.1.1 *Communication Skills:*

Exhibit strong interpersonal and face-to-face communication skills. LCs should be able to articulate effectively the benefits and opportunities presented by investing in the Company's offerings to potential micro-investors.

3.1.2 *Lead Generation:*

Actively engage in lead generation activities. This involves traveling to various venues, initiating contact with individuals, and presenting the investment opportunity offered by the Company.

3.1.3 *Extroverted Nature:*

Display a comfort in interacting with strangers in diverse social and business settings, engaging in stimulating conversations to pique interest in the Company's products.

3.2 *Knowledge and Compliance Requirements*

In performing their duties, LCs are required to:

3.2.1 *Product Knowledge:*

Possess a thorough understanding of the Company's products, particularly the Profit Bond Terms and Conditions, and the app functionality. LCs are expected to familiarize themselves with all relevant information available on the Company's website and sales materials.

3.2.2 *Inquiry Response:*

Address any questions regarding the Company's services they might encounter in their role. LCs should proactively seek clarifications from the Company by contacting info@brainerbook.com for any queries they cannot answer.

3.2.3 *Lead Quality:*

Strive to gather high-quality leads through various approved methods including face-to-face interactions, social media engagements, and running advertisements.

3.2.4 *Compliance with Marketing Guidelines:*

Adhere strictly to the Company's marketing guidelines. The use of unauthorized sales material is prohibited. LCs wishing to use external sales materials must first obtain written approval from the Company. Non-compliance may result in termination of the partnership.

3.2.5 *Representation Limitations:*

Understand and acknowledge that they are not authorized to claim they are employees of the Company. LCs are independent agents who promote the Company's products without the authority to legally represent or make decisions on behalf of the Company.

LCs must ensure that their actions and representations align with the scope of their role as independent contractors and abide by the terms set forth in this Agreement.

ARTICLE 4: ROLE AND RESPONSIBILITIES OF CLOSERS

4.1 Job Description of Closers

Independent Sales Agent Closers ("Closers") at Brainerbook LLC ("Company") are tasked with the following primary responsibilities:

4.1.1 Lead Conversion:

Ensuring that leads generated by Lead Capturers are effectively converted into sales. This involves facilitating the transition of potential customers' interest into actual purchases through the Company's designated Samcart payment gateway.

4.1.2 Follow-up Strategies:

Implementing follow-up strategies to engage with potential customers. This includes:

- Emailing the leads using their provided email addresses.
- Adding leads on WhatsApp for communication purposes.
- Directly calling the leads as a last resort, if other methods of communication do not yield results.

ARTICLE 5: PRODUCT AND COMPENSATION FOR INDEPENDENT SALES AGENTS

5.1 Commission-Based Compensation

The Company adopts a 100% commission-based payment structure for its Independent Sales Agents. Compensation details are as follows:

5.1.1 Compensation Calculation:

Agents will be compensated based on the number and value of sales successfully closed or assisted in closing. The compensation amount will be directly proportional to the level of investment secured in each sale.

5.1.2 Product Focus:

The current focus of sales efforts is on the Brainerbook First 100 Profit Bonds and Level 3 Profit Bonds, totaling 2500 units. These Profit Bonds represent a form of equity investment, offering substantial income potential, subject to the fulfillment and maintenance of specified maturity conditions.

5.2 Knowledge of Product and Investment Terms

To effectively engage in sales activities, Agents are required to:

5.2.1 Comprehensive Product Understanding:

Develop a thorough knowledge and understanding of the Profit Bonds, including all relevant

terms, conditions, and maturity requirements as outlined in the Profit Bonds Micro Investor document.

5.2.2 Importance of Product Knowledge:

This comprehensive understanding is crucial for effective salesmanship. Agents must be fully acquainted with the details of the product to effectively communicate its value and benefits to potential investors.

ARTICLE 6: COMPENSATION FOR LEAD CAPTURERS

6.1 Payment Structure

Lead Capturers at Brainerbook LLC ("Company") shall receive compensation for sales as follows:

6.1.1 Initial Payment:

The first installment, amounting to 50% of the total compensation for a closed sale, will be processed and transferred on the first Friday following 14 days after the official closure of the sale.

6.1.2 Final Payment:

The remaining 50% will be paid in a second installment, following the same time frame as the initial payment, from the date of receipt of the first payment.

6.1.3 Sale Closure Criteria:

A sale is deemed officially closed when a prospect becomes a micro-investor, indicated by at least one fully processed and received payment from the micro-investor to the Company.

6.2 Record-Keeping and Traceability

For effective compensation processing, Lead Capturers are required to:

6.2.1 Lead Documentation:

Maintain accurate records of leads captured, ensuring each signed-up individual's information includes the Lead Capturer's name in the reference entry.

6.2.2 Backup Recording:

Create backup records of captured leads for verification purposes, such as taking screenshots after completing entry forms.

ARTICLE 7: ADDRESSING COMPENSATION DISCREPANCIES

7.1 Company Commitment

The Company is committed to equitable and timely compensation of its Lead Capturers. However, in cases of unforeseen delays or discrepancies:

7.1.1 *Negotiation of Settlements:*

The Company will engage in negotiations with the affected Lead Capturer to settle any discrepancies in a fair manner. This will include considering the amount and duration of the delayed payment.

7.1.2 *Procedure for Reporting Discrepancies:*

Lead Capturers who believe they have not been fairly compensated must provide a detailed report to the Company via info@brainerbook.com. This report should include the micro-investor lead's first and last name, the date of capture, and any relevant details to support their claim.

7.1.3 *Timely Resolution:*

The Company will endeavor to promptly review and address any reported discrepancies to ensure fair compensation.

ARTICLE 8: INDEPENDENT CONTRACTOR STATUS

8.1 *Clarification of Relationship*

Brainerbook LLC ("Company") engages individuals ("Independent Contractors") solely for the purpose of sales activities on a 100% commission basis. These Independent Contractors are not, and shall not be considered, employees, agents, partners, or representatives of the Company in any legal or employment capacity.

8.1.1 *No Employment Benefits:*

Independent Contractors are not entitled to and shall not receive any employee benefits from the Company, including but not limited to health insurance, retirement benefits, worker's compensation, or sick leave.

8.2 *Legal and Financial Responsibilities*

As independent entities, Independent Contractors are solely responsible for all legal, financial, and regulatory obligations related to their business operations, including:

8.2.1 *Tax Obligations:*

Payment of all taxes, including income tax, social security, and other contributions or taxes as required by law.

8.2.2 *Insurance and Liability:*

Obtaining any necessary insurance, including liability or professional indemnity insurance, as may be appropriate to their business operations.

8.3 *Non-Representation of Company*

Independent Contractors are not authorized to enter into any agreements, incur any liabilities, or make any representations on behalf of the Company.

8.3.1 *Scope of Authority:*

Their role is limited to introducing and informing potential clients about the Company's products and services, and assisting in the sign-up process.

8.3.2 *Brand Representation:*

While promoting the Company's products, Independent Contractors must clearly disclose their status as independent contractors and not employees or official representatives of the Company.

8.4 *Indemnification*

Independent Contractors agree to indemnify and hold the Company harmless from any claims, losses, expenses, or liabilities arising from their actions or omissions, including but not limited to their violation of this Agreement, any laws, or rights of third parties.

8.5 *Compliance with Laws and Company Policies*

Independent Contractors are expected to comply with all relevant laws, regulations, and Company policies related to their activities and conduct.

8.5.1 *Ethical Conduct:*

They must uphold the highest standards of professionalism and ethical conduct in their business dealings.

8.6 *Contractual Acknowledgement*

By signing this Agreement, Independent Contractors acknowledge their understanding and acceptance of their status as independent contractors and agree to the terms outlined herein.

ARTICLE 9: CONFIDENTIALITY AND NON-DISCLOSURE

9.1 *Confidentiality Obligation*

During the term of this Agreement and thereafter, independent contractors shall not disclose any confidential information pertaining to the Company's business operations, strategies, or any information deemed proprietary.

9.1.1 *Definition of Confidential Information:*

Confidential information includes, but is not limited to, customer lists, trade secrets, and marketing strategies.

9.2 Use of Confidential Information

Confidential information shall be used solely for the purpose of fulfilling the duties under this Agreement and not for any personal gain or detrimental purpose.

ARTICLE 10: INTELLECTUAL PROPERTY

10.1 Ownership of Materials

All materials, including but not limited to documents, presentations, and promotional items, created by independent contractors in connection with the performance of their duties under this Agreement, shall be the exclusive property of the Company.

10.2 Use of Company Trademarks

Independent contractors may use the Company's trademarks, logos, and trade names only to the extent authorized in writing by the Company.

ARTICLE 11: TERMINATION OF AGREEMENT

11.1 Termination Clauses

This Agreement may be terminated by either party with a written notice. Specific conditions for termination include, but are not limited to:

11.1.1 Breach of Agreement:

Failure to comply with any terms and conditions of this Agreement. The Company shall provide written notice of termination, specifying the reasons for such action, to the Agent as per the applicable terms of this Agreement, further mentioned in Article 1 of this Agreement.

11.1.2 Mutual Agreement:

By mutual consent of both parties by providing a written notice of _____ days to other party.

11.2 Effects of Termination

Upon termination, independent contractors must cease using any of the Company's materials, confidential information, and must return any Company assets in their possession.

ARTICLE 12: AMENDMENTS AND MODIFICATIONS

12.1 Amendment Procedure

Any amendment, modification, or alteration to this Agreement shall be made in writing and must be signed by both parties. Oral agreements or understandings intending to alter the

terms of this Agreement shall have no effect unless made in writing and signed by both parties.

12.2 *Documentation of Changes*

Each amendment shall be attached to and become a part of the original Agreement, maintaining the continuity of the Agreement's terms and conditions.

ARTICLE 13: GOVERNING LAW AND JURISDICTION

13.1 *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is registered, without giving effect to any choice or conflict of law provision or rule.

13.2 *Jurisdiction for Disputes*

Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts or the courts of the state in which the Company's principal place of business is located.

ARTICLE 14: SEVERABILITY

14.1 *Validity of Clauses*

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity shall not affect the other provisions of this Agreement.

14.2 *Modification of Invalid Clauses*

In the event of such invalidity, the parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely matches the intent of the original provision.

ARTICLE 15: WAIVER

15.1 *Non-Waiver of Rights*

The failure or delay of either party to exercise any right, remedy, power, or privilege under this Agreement shall not operate as a waiver thereof.

15.2 *Written Waivers*

A waiver by any party of any breach of this Agreement shall not constitute a waiver of any subsequent breach. All waivers must be in writing to be effective.

ARTICLE 16: NOTICES

16.1 Method of Notice

All notices or other communications required or permitted by this Agreement shall be in writing and delivered by personal delivery, mailed by registered or certified mail, or sent by email to the address or email address provided by each party.

16.2 Time of Notice

Notice shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission.

ARTICLE 17: ENTIRE AGREEMENT

17.1 Agreement Supersedes Previous Understandings

This Agreement constitutes the entire understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, understandings, and communications, both written and oral.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMPANY:

CONTRACTOR:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____