

ADVISOR / INDEPENDENT CONTRACTOR AGREEMENT

Effective Date: This Agreement is effective upon submission and acknowledgment by Unruh Enterprises, LLC d/b/a “Power In Partnerships” and “PartnerMatch AI™.”

Parties:

- **Advisor:** The individual or entity submitting this form ("Advisor").
- **Provider:** Unruh Enterprises, LLC d/b/a “Power In Partnerships” and “PartnerMatch AI™” ("Provider").

Definitions:

- **Ecosystem Partners:** Companies with which the Provider has referral agreements to receive commissions for referrals made by the Advisor.
- **PartnerMatch AI™:** An online B2B partner matchmaking and operational readiness platform that connects companies with strategic partners and provides operational insights in the form of AI-generated readouts.
- **Lead Registration:** The Provider will supply an online lead registration form for the Advisor to register new referrals. This Lead Registration form will serve as the official record indicating when a lead was submitted and received by the Provider.

Agreement: The Advisor and Provider (collectively, "Parties") enter into this independent contractor agreement ("Agreement") under the following terms:

1. Independent Contractor Status

The Advisor is an independent contractor, not an employee of the Provider. As such, the Advisor is responsible for paying any applicable taxes, obtaining necessary insurance, and will not be entitled to any employee benefits. The Advisor operates independently, not at the Provider’s premises, and adheres to the Provider’s written policies only as expressly required by this Agreement.

2. Responsibilities

The Advisor shall seek to obtain customers for the Provider’s services and ensure that such customers execute any required agreements. The Advisor must comply with the Provider’s written procedures unless an alternative approach is approved in writing by the Provider.

3. Compensation

1. **Ecosystem Partners:** The Advisor shall receive **75% of the Provider’s collected commissions** from Ecosystem Partners where the Advisor is the designated lead referral source. Payment is contingent upon the Provider receiving fees from participating Ecosystem Partners and will be disbursed only after such fees are collected. **No compensation will be paid if a referred customer does not enroll in a service offered through the Provider’s Ecosystem Partners or if the Provider does not receive corresponding Ecosystem Partner commissions.**

2. Provider Core Services:

a) Fractional Consulting:

- i. If the Advisor sources a fractional partnership consulting engagement independently, the Advisor will retain **100% of the consulting fees collected** for those services.
- ii. If the Advisor receives a fractional consulting lead from the Provider, the Advisor will pay the Provider a **5% commission** on all collected fractional partnership consulting fees tied to that engagement.
- iii. If the Advisor requests support from the Provider during a fractional consulting engagement they sourced independently, the Advisor will also pay the Provider a **5% commission** on all collected fractional partnership consulting fees tied to that engagement.

- b) **PartnerMatch AI™**: The Advisor shall receive **25% of the Provider's Net Revenue** (gross revenue minus merchant processing fees) generated from a PartnerMatch AI™ upgrade option where the Advisor is the designated lead referral source for the PartnerMatch AI™ Readout.

4. Payment

Commissions will be paid monthly, within five (10) days of the Provider receiving funds from vendors or partners. The Advisor will receive a monthly transaction report for reconciliation purposes.

5. Good Faith

The Advisor shall act in good faith, refrain from undermining the Provider's compensation plan, and not charge fees to customers or third parties for the Provider's services unless authorized in writing by the Provider.

6. Term

This Agreement commences on the Effective Date and continues for two (2) years, automatically renewing for successive one-year terms unless terminated earlier for cause by either Party.

7. Governing Law

This Agreement is governed by the laws of the State of Missouri. Any disputes arising hereunder shall be resolved in Missouri courts, with the prevailing party entitled to recover reasonable attorney fees and costs.

8. Assignment

The Provider may assign this Agreement at its sole discretion. The Advisor may not assign this Agreement without the Provider's prior written consent.

9. Non-Circumvention

The Advisor shall not bypass the Provider to engage directly with entities, to included Ecosystem Partners, introduced by the Provider for profit or competitive purposes without the Provider's prior written approval.

10. Authority

If signing on behalf of an entity, the Advisor represents and warrants that they have full authority to bind that entity to this Agreement.

Acceptance:

By selecting "Yes, I agree with the terms and conditions" and submitting this form, you confirm that:

- All information provided is true, accurate, and complete.
- You have the authority to enter into this Agreement (on behalf of yourself or your entity).
- You accept and agree to be bound by all terms of this Agreement.

If you do not agree to these terms or lack the authority to enter this Agreement, do not submit this form. Submission of this form and subsequent email acknowledgment from the Provider constitute electronic signatures of both Parties, binding them to this Agreement under applicable law.