RNUEVA360 LLC
Independent Sales Representative Agreement

Independent Sales Representative Agreement

1. Parties and effective date

This Independent Sales Representative Agreement (the "Agreement") is effective on the date of the last signature below and is between **RNUEVA360 LLC, doing business as Rnueva360** (the "Company"), whose principal business address is **12955 Biscayne Blvd, Suite 200, Miami, Florida 33181**, with notices directed to **operations@rnueva360.com**, and **[REPRESENTATIVE'S FULL LEGAL NAME OR ENTITY]**, with an address at **[REPRESENTATIVE ADDRESS]** (the "Representative"). If an entity signs, identify its authorized signatory.

2. Independent contractor relationship

The parties intend an independent-contractor relationship, not direct employment. The Representative is not an employee, partner, member, joint venturer, or person authorized to bind the Company or a lender. The Representative may not sign agreements, accept offers, incur obligations, or make binding statements for the Company or a lender.

The Representative controls the Representative's schedule, location, sequence, and manner of performing the services, subject to applicable law, client authorizations, Company security requirements, and this Agreement. No fixed work hours, shifts, minimum hours, attendance requirement, or exclusivity is imposed. The Representative may serve other businesses if the Representative does not misuse Company leads, client information, or other Confidential Information.

The Representative is not promised employee benefits and is responsible for applicable tax filings and payments as described below. Actual classification depends on the facts and applicable law, not only this Agreement. Nothing here waives a non-waivable right or authorizes an activity that requires a license or registration without the required authorization.

3. Services and authorized workflow

The Representative may work only on leads manually assigned by the Company and may:

- Share the official application link assigned or approved by the Company and explain the general application process.
- Help a client navigate the application while the client supplies, reviews, and submits the client's own information.
- Record authorized status updates, contact attempts, and next steps in the Company-approved system.
- Coordinate a submitted application with the Company's Approvals department and relay only offers and terms authorized for presentation.

- Follow up about the lender's contract, the lender's approved bank-connection process, and required bank verification through a Company-approved private channel.
- Ask whether the client wants help arranging a welcome call with a direct lender when that lender offers one.

The Representative does not perform underwriting, determine eligibility, approve or decline a transaction, set lender terms, or decide that a transaction is funded. The Representative will not create, alter, complete, sign, or submit an application for a client unless the Company has approved a lawful process and the client has given required authorization.

The Representative may discuss products the Company currently makes available for the assigned client's case, subject to lender criteria, the Company's approval process, applicable law, and the lender's actual documents. The lender decides whether to offer, approve, document, and fund a transaction. The client decides whether to accept and signs directly with the lender.

The Representative will not request or retain bank passwords, access codes, one-time codes, or online banking credentials. The Representative will not receive a voided check, bank screenshot, tax form, identity document, or other sensitive document through personal email, personal messaging, or an unapproved device. The Representative will direct the client to the channel designated by the Company for the specific document or bank-connection step.

4. Commission and payment

4.1 Commission rate and calculation

For each transaction manually assigned to the Representative and recorded by the Company as funded, the commission is **thirty percent (30%) of Lender Compensation** for that transaction. The calculation uses the same compensation base described by the Company for partner commissions: the transaction-specific compensation the lender pays to Rnueva360 and Rnueva360 receives, not the amount advanced or disbursed to the client.

"Lender Compensation" means the gross, transaction-specific compensation the lender or funding source pays to and the Company actually receives for the funded transaction. It is calculated before deducting Company overhead, payroll, marketing costs, or other internal expenses. It does not include principal or other funds disbursed to the client, or amounts the Company receives solely to pass through to another party. Any lender-required refund, reversal, or repayment is handled under Section 4.3.

Example: If the lender pays the Company $10,000 in Lender Compensation for an eligible transaction, the Representative's commission is $3,000 (30% × $10,000). This illustration is not a promise of any transaction, approval, funding amount, or earnings.

The Company will provide a transaction-level calculation showing the Lender Compensation received, any actual lender-required adjustment, the 30% rate, and the commission amount. Commission is not calculated on the amount funded to the client or on compensation the Company has not received from the lender.

4.2 Payment milestones and ACH

A commission is payable only after all of the following are verified: (a) the lender disbursed the transaction funds to the client by ACH; (b) the client made the first scheduled payment to the lender by ACH; and (c) the Company received and retained the related Lender Compensation used in the commission calculation. The Company will pay by ACH during the calendar week following the date the last condition is satisfied.

The lender's disbursement to the client, the client's first scheduled payment to the lender, and the Company's commission payment to the Representative are intended to use ACH. During authenticated portal onboarding, the Representative must complete and electronically sign the Company's ACH authorization and provide the payment-account details. Operations must verify the payee and payment details, including any required proof of account ownership, through a Company-designated private channel before the first commission payment.

4.3 Lender reversals and clawbacks

If a client cancels, rescinds, or otherwise reverses a transaction and the lender actually requires the Company to return or repay transaction compensation, including a lender clawback tied to a cancellation within the first sixty (60) days when required by the lender's terms, the Lender Compensation and commission for that transaction will be recalculated to reflect the amount actually returned or repaid.

To the extent the Representative was already paid commission attributable to an amount the Company actually returned or repaid, the Company may offset the related commission adjustment against future commissions, after providing a written calculation. A cancellation alone does not create a clawback unless the lender requires a repayment or reversal. Any balance that cannot be offset will be addressed in writing and only to the extent permitted by applicable law. General Company overhead and unrelated losses are not chargeable to the Representative under this section.

4.4 No separate client charges

The Representative will not charge or collect from a client any separate fee, commission, deposit, gift, or payment, directly or indirectly. Any lender or Company charge must appear in official documentation and be paid only to the named authorized recipient. The Representative may not accept client funds in a personal account.

5. Taxes, expenses, and onboarding records

The Representative is responsible for tax filings and payments arising from compensation under this Agreement, except for withholding or reporting the law requires the Company to perform. Before the first commission payment, the Representative must provide a current IRS Form W-9 that is complete and signed. The Company may issue any tax information return required by law.

The Representative must also provide a copy of current government-issued identification and a voided check or bank-account image/document sufficient to verify the payee and payment details. Submit those items as PDFs through the private channel designated by Operations. The ACH authorization is completed and electronically signed in the authenticated portal onboarding flow; Operations receives a private, time-limited link to the completed PDF. Do not send tax,

identity, or bank records as ordinary email attachments or through personal messaging. The Company will not request banking passwords, access codes, account balances, or transaction history.

The Representative is responsible for ordinary business expenses unless the Company approves a specific reimbursement in writing before the expense is incurred. The Representative has no authority to commit the Company to expenses, vendors, advertising, or other obligations.

6. Portal access, individual permissions, and lead assignment

Access to the operational Agent profile is conditioned on the Representative's electronic execution of both this Agreement and the Company's ACH authorization in the authenticated portal. Before both documents are signed, the Representative may access only their review and signing steps, with no client, lead, offer, document, recoverables, or operational information.

After signature, the Company may enable or disable portal modules individually for the Representative's role and account. Every enabled case scope is limited to the Representative's assigned clients and the minimum information needed for the authorized task. Module selection does not authorize access to another agent's clients, Company-wide reports, lender administration, partner records, user administration, or unassigned leads.

Operations will assign leads manually for now. This Agreement does not authorize automatic assignment from a CRM salesperson field. If no lead or client is assigned to the Representative, the portal must show no client, offer, document, or recoverables information. The Representative will not search for, open, export, copy, or contact unassigned records.

Credentials are personal and nontransferable. The Representative will not share credentials and will promptly notify the Company of suspected compromise. The Company may review account activity to administer access, protect clients and systems, and investigate compliance. Access may be suspended or revoked when appropriate.

7. Client information, confidentiality, and security

"Confidential Information" includes nonpublic client identity, contact, application, business, financial, banking, credit, offer, and document information; assigned leads; lender terms; Company procedures, pricing, systems, credentials, and other nonpublic information received through this relationship.

The Representative will use Confidential Information only to perform authorized services for an assigned client and will protect it using reasonable safeguards and Company security instructions. The Representative will not disclose, sell, transfer, export, copy, retain, or use a lead or client record for another business or purpose. The Representative will not place client information in personal email, personal cloud storage, spreadsheets, an unapproved CRM, or a shared device, or take screenshots that reveal client information.

The Representative will access only information needed for an assigned task, use only approved systems and channels, and follow Company instructions to return or securely delete information when access ends. If information arrives through an unapproved channel, the Representative will notify Operations and follow its instructions rather than forwarding or storing the material.

The Representative will notify the Company without undue delay, and no later than twenty-four (24) hours after learning of a suspected loss, unauthorized access, disclosure, misdirected message, or other security incident involving Confidential Information. The Representative will reasonably cooperate with containment and investigation.

Confidentiality and data-protection obligations continue after this Agreement ends for as long as the information remains protected or nonpublic under applicable law.

8. Non-solicitation and Company relationships

During the engagement and for twelve (12) months after it ends, to the extent permitted by applicable law, the Representative will not use Confidential Information or an assigned lead to solicit, divert, or take away a Company client or prospective client with whom the Representative had material contact through the Company, for the purpose of moving the transaction away from the Company or providing competing services outside the Company. The Representative will not sell, transfer, or use Company leads for another person or business.

This is intended as a limited non-solicitation and non-misuse-of-information covenant, not a general prohibition on competition. It does not restrict general advertising not specifically directed to a protected Company client, or a relationship the Representative can establish existed independently before the Company's introduction and was developed without Confidential Information.

9. Client communications and Company support

The platform may accept application submissions twenty-four (24) hours a day, subject to technical availability and maintenance. This does not mean the Company reviews or processes every submission immediately or outside its support hours.

The Company's stated support hours for coordination, offers, and operational assistance are 9:00 a.m. to 6:00 p.m. Eastern Time. These are Company support hours only and do not establish a work schedule, shift, or minimum availability for the Representative. The Company will communicate changes to its support hours.

The Representative will not guarantee approval, eligibility, amount, price, rate, term, decision time, or funding date; will not describe the Company as the lender; and will not give legal, tax, accounting, or financial advice. The Representative will use only approved links, brand materials, scripts, and lender terms, and will refer questions outside the Representative's role to Approvals or Operations.

10. Training and conduct

The Representative must complete the Company's designated sales-process, product, client-privacy, security, offer-presentation, and escalation training before receiving leads. Training is asynchronous unless the parties separately agree otherwise and does not create a fixed work schedule. The Company may pause assignments or access when required training is incomplete or a reasonable compliance concern arises.

The Representative will not falsify applications, signatures, client consent, documents, or notes; ask a client to misstate information or conceal a debt; use unapproved marketing; or offer an unauthorized benefit. No provision authorizes a regulated activity that requires a license, registration, or separate legal approval.

11. Term and termination

This Agreement begins on its effective date and continues until either party terminates it by written notice. The Company may suspend access immediately when reasonably needed to protect a client or system, investigate a suspected incident, comply with law, or address a material breach. The Company may terminate immediately for fraud, material misrepresentation, unauthorized client charges, misuse or sale of leads, unauthorized disclosure, credential sharing, or other material violation.

When the relationship ends, the Representative will stop using the Company's name and materials, stop contacting assigned clients unless the Company authorizes a transition, return or securely delete Company information, and cooperate with transfer of open files. Ending this Agreement does not eliminate commissions already earned under Section 4 or obligations that by their nature continue.

12. General terms and electronic signatures

This Agreement and its signed exhibits are the complete agreement concerning the services described here. An amendment must be in writing and accepted by both parties. If a provision is unenforceable, the remaining provisions remain in effect to the extent permitted by law. Neither party may assign this Agreement without the other's written consent, except the Company may assign it with a transfer of substantially all relevant business assets.

The parties may sign electronically and receive executed copies as PDFs. The Company will provide the Representative and Operations a PDF copy of the fully executed Agreement. Each party may sign this Agreement electronically or in counterparts, to the extent permitted by law.

13. Governing law and venue

Florida law governs this Agreement, without regard to conflict-of-law rules. Subject to mandatory law, state and federal courts located in **Broward County, Florida** will be the exclusive venue for a dispute arising from this Agreement.

Signatures

By signing, each party acknowledges an opportunity to review this Agreement and consult its own legal or tax adviser. Operational data access remains blocked until both this Agreement and the Company's ACH authorization are fully executed and required access controls are in place.

RNUEVA360 LLC

Company address: 12955 Biscayne Blvd, Suite 200, Miami, Florida 33181

By: *Alejandra Buitrago*

Title: **Chief Operating Officer**

Company signature: **On file in the Company execution record, as represented by RNUEVA360 LLC**

Date: **See the Company execution record**

INDEPENDENT SALES REPRESENTATIVE

Legal name: _____

Entity, if applicable: ____

Signature: _____

Date: _____

Exhibit A - Commission schedule

This schedule is incorporated into the Agreement and applies when the Agreement is executed by both parties.

- Role: Independent Sales Representative of Rnueva360.
- Eligible transactions: funded transactions on leads manually assigned to the Representative and attributed in Company records.
- Commission rate: 30% of Lender Compensation, as defined in Section 4.1.
- Example: if the lender pays the Company $10,000 in Lender Compensation, the Representative earns $3,000.
- Payment conditions: ACH disbursement to the client, the client's first scheduled ACH payment to the lender, and Company receipt and retention of the related transaction compensation. All conditions must be verified.
- Payment timing: by ACH during the calendar week following satisfaction of the last required condition.
- Adjustments: only actual lender-required refunds, reversals, or repayments, with written calculation and offset as described in Section 4.3.
- Accepted by RNUEVA360 LLC: ***Alejandra Buitrago***, Chief Operating Officer (Company signature on file as represented by the Company); date: See the Company execution record.

Accepted by Representative

Signature: _____

Date: _____

Exhibit B - Post-signature Operations checklist

After the Agreement and ACH authorization are fully executed in the portal, Operations will provide instructions for submitting the following items as PDFs through its designated private channel, before the first commission payment:

1. Current IRS Form W-9, completed and signed by the Representative. Obtain the current form directly from the IRS: irs.gov/forms-pubs/about-form-w-9.
2. Copy of the Representative's current government-issued identification.
3. A voided check or bank-account image/document sufficient to verify the account holder and payment details.

The Agreement and ACH authorization are completed in the authenticated portal. Signed PDF copies are delivered to the Representative and Operations through private links that expire after 72 hours. Do not re-submit the ACH form unless Operations requests a new authorization.

Do not send the W-9, identification, or bank-proof documents as ordinary email attachments or through personal messaging. Do not send or request online-banking passwords, access codes, balances, or transaction history. Operations must confirm the private submission channel before collection begins.