

## COMMISSION FEE AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_, 2026 (the “Effective Date”) by and between Smart Choice Communications, LLC (“SmartChoice”) on behalf and for the benefit of SmartChoice and its Affiliates located at 360 Central Ave 2<sup>nd</sup> Floor, Suite 200, St. Petersburg, FL 33701 and \_\_\_\_\_ with a principal place of business at (“Agent”) \_\_\_\_\_ who will serve as a non-exclusive independent contractor to solicit and market SmartChoice's various telecommunications products and services to customers from different market segments and territories.

This Agreement in its entirety shall consist of the terms and conditions stated below in this Commission Fee Agreement, and all other terms and conditions located at [www.smartchoiceus.com/partner-legal/](http://www.smartchoiceus.com/partner-legal/) all of which are hereby expressly incorporated by reference. In consideration of the covenants and conditions contained herein, SmartChoice and the Agent agree to the following terms:

- 1. SERVICES.** The Agent has limited authority given by SmartChoice to solicit and/or provide leads on a non-exclusive basis, as approved by SmartChoice, in regard to SmartChoice's various telecommunications products and services, which shall result in execution of the valid and enforceable contracts between SmartChoice and customers.
- 2. ACCEPTANCE OF LEADS.** Leads shall be subject to the written acceptance of SmartChoice in its sole discretion before such lead shall become final and binding over the signed contract between SmartChoice and the customer. The Agent shall have no signatory authority to bind SmartChoice to any agreement, and SmartChoice reserves the right to reject any leads submitted by the Agent.
- 3. COMMISSION FEE.** The Agent shall be paid a commission fee (“CF”) on SmartChoice's services for accepted leads (as defined above and outlined in Attachment A, enclosed below). CF will be based on the Gross Revenue.
- 4. GROSS REVENUE.** Gross Revenue shall mean that the invoice price of the valid and enforceable service/ installation contracts between SmartChoice and the customer. Gross Revenue shall include only monthly recurring charges and non-recurring costs minus any customer deductions or credits and shall not include any other tariffs, per minute usage, fees, charges, taxes, surcharges, other governmental assessments, credits, or overpayments. Early termination fees, unreturned equipment fees and shipping charges are not eligible for CF. Recurring CF shall be computed on a monthly basis and paid within sixty (60) days from the date of receiving full payment from the customer. Non- recurring CF shall be computed as a onetime payment and shall be paid within sixty (60) days after the completion of the installation projects/hardware purchases and after receiving full payment from the customer.
- 5. UNPAID CUSTOMER’S INVOICES.** The Agent shall not be entitled to CF on Gross Revenue for the customer’s invoices which remain unpaid. Accordingly, SmartChoice shall have the right to deduct or offset from CF payments on an ongoing basis and to retain such deductions relating to invoices which are not paid by the customer. within this stated ninety (90) day period.
- 6. TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall remain in place until modified or otherwise terminated. This Agreement can be terminated without any notice to the Agent and at the discretion of SmartChoice. Any modification to this Agreement shall be in writing and shall be signed by both parties. In the event of (i) any misrepresentation made by the Agent to any customer or lead relating to SmartChoice’s products or services, (ii) any fraudulent activity on the part of the Agent, (iii) any violation of Section 9 of this Agreement by Agent, (iv) any assignment or attempt to assign without SmartChoice’s written approval, (v) any breach by Agent of any provision of this Agreement that remains uncured within ten (10) days written notice by SmartChoice, or (vi) failure of Agent to provide accepted Leads in accordance with Section 2 for 12 (twelve) consecutive months, SmartChoice may immediately and

irrevocably terminate the payment of any and all CF that may be payable to Agent hereunder.

- 7. CONFIDENTIALITY AND OWNERSHIP.** The Agent recognizes and acknowledges that SmartChoice possesses certain Confidential Information that constitutes as a valuable, special, and unique asset. As used herein, the term "Confidential Information" includes all information and materials belonging to, used by, or in the possession of SmartChoice relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, trade secrets of any kind and character, and anything that should be reasonably understood by the Agent to be confidential or proprietary in nature. The Agent agrees that all of the Confidential Information is and shall continue to be the exclusive property of SmartChoice, whether or not prepared in whole or in part by the Agent, and whether or not disclosed to or entrusted to the Agent's custody. The Agent agrees that the Agent shall not, at any time following the execution of this Agreement, use or disclose in any manner any Confidential Information of SmartChoice to any third party without the express written consent of SmartChoice. Confidential Information shall not include: (i) information which is already in the public domain at the time of disclosure to the receiving party; (ii) is already known to the receiving party at the time of disclosure, which knowledge the receiving part has the burden of showing; (iii) is received by the receiving party from a third party without restriction on disclosure. (iv) is approved for release by written authorization of the disclosing party; (v) is independently developed by the receiving party, which independent development the receiving party shall have the burden of proving; or (vi) is required to be disclosed by a court of competent jurisdiction or by a government agency, provided that the receiving party shall notify the disclosing party of such requirement and cooperate with the disclosing party in seeking a protective order at disclosing party's cost prior to such disclosure.
- 8. CONFIDENTIALITY PROVISION.** Agent shall keep confidential this Agreement and all information disclosed by or on behalf of SmartChoice to Agent that relates to the business of SmartChoice, its affiliates, customers, suppliers and vendors ("Proprietary Information"), including without limitation business information, information relating to costs, profit margins, markets, suppliers, business plans and projections, customer information (including service requirements and usage). All such information shall remain the sole and exclusive property of SmartChoice, and it may not be directly or indirectly disseminated to any third party without the prior written consent of SmartChoice.
- 9. RELATIONSHIP OF THE PARTIES.** The relationship created by this Agreement shall be that of independent contractor, the Agent is an independent contractor to SmartChoice. Nothing in this Agreement shall be construed as creating an employer- employee relationship, as a guarantee of future employment or engagement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. The Agent further agrees to be responsible for all of the Agent's Federal and State taxes withholding, social security, insurance, workers compensation, and other benefits. This Agreement may not be assigned by the Agent without the express written consent of SmartChoice. The parties shall comply fully with all applicable laws, rules, and regulations of any public or governmental authority having jurisdiction over the transactions governed under this Agreement. Neither party (SmartChoice or Agent) shall have the authority to incur obligations on behalf of the other, nor is any community of interest established among the parties by this Agreement. Each party shall conduct its respective business at its own initiative, responsibility, and expense. SmartChoice and its employees are not employees or agents of the Agent for any purposes, and they have no power or authority to bind or commit to the Agent. The Agent and its employees are not employees or agents of SmartChoice for any purposes, and they have no power or authority to bind or commit SmartChoice. Neither SmartChoice nor the Agent, nor their respective agents, shall have authority to make any agreement or incur any liability on behalf of the other. All sales personnel and other employees of each party shall be deemed exclusively such party's employees, and the entire management, direction, and control of all such employees shall be exclusively vested in the party employing. Each party shall be exclusively responsible for all social security, employment compensation, workmen's compensation, payroll taxes, wages, salaries, traveling expenses, and any other expenses or liabilities of its employees.

- 10. CUSTOMERS.** All customers accepted by SmartChoice under this Agreement shall be and shall remain customers of SmartChoice and not of the Agent. The Agent shall not terminate, attempt to terminate, or otherwise interfere in any way with SmartChoice's customers without the prior written consent of SmartChoice. If the Agent violates this prohibition during the term of this Agreement, SmartChoice may terminate this Agreement. If the Agent violates this prohibition after this Agreement has been terminated, any obligation of SmartChoice to pay residual CF to the Agent shall immediately and irrevocably terminate.
- 11. NO WITHHOLDING OF STATE, FEDERAL OR FOREIGN TAXES OR INSURANCES.** The relationship of the Parties is that of Independent Contractors. SmartChoice will not withhold from the Agent's remuneration or supplement the Agent's remuneration to include or reimburse any federal, state or local, whether domestic or foreign, income, withholding, sales or use taxes (or equivalents thereof); SmartChoice will not withhold or pay any federal, state or local, whether domestic or foreign, Social Security, Medicare, unemployment insurance, including FUTA, workers' compensation insurance, state unemployment, or disability insurance payments or foreign equivalents thereof on the Agent's behalf. The Agent shall provide a completed W9 to SmartChoice and agree and covenant to report all income received from SmartChoice shall provide a 1099 to the Agent, if applicable, on or before January 31 of the applicable year as required by IRS.
- 12. OTHER ACTIVITIES.** The Agent may engage in other independent contracting activities, provided that the Agent does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof. The Agent agrees not to induce or attempt to influence, directly or indirectly, any SmartChoice employee to terminate his/her employment and work for the Agent or any other person or business.
- 13. WARRANTIES.** The Agent warrants that the Agent's solicitation and lead's generation, pursuant to this Agreement, do not violate any agreement or obligation between the Agent and a third party; and said activity will not infringe any copyright, patent, trade secret, or any other right held by any third party.
- 14. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SmartChoice's AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED CF AMOUNTS ACTUALLY PAID BY SmartChoice TO THE AGENT IN THE THREE (3) MONTHS PRECEDING THE INCIDENT GIVING RISE TOLIABILITY.
- 15. NO TRESPASSING POLICY.** The Agent agrees, once a customer has been placed with SmartChoice for services, not to induce or encourage customers to terminate services with SmartChoice at any time without prior written approval by SmartChoice.
- 16. INDEMNITY.** The Agent agrees to indemnify, defend, and hold SmartChoice and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages arising out of this Agreement including pursuant to a breach by the Agent, and/or for any representation or warranty the Agent communicates to third parties regarding and/or relating to SmartChoice's products and/or services. The Agent shall sign and be in compliance with SmartChoice's Anti-Bribery policy at all times. The Agent agrees to indemnify, defend and hold SmartChoice and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages arising out of Anti-Bribery Policy's breach by the Agent. The Agent agrees that any violation of Anti-bribery Policy by an Agent shall constitute the Agent's agreement to be fully and solely responsible for any costs associated with legal suits and/or investigations in connection with such violation(s).
- 17. SEVERABILITY.** If any of the provisions of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effective in accordance with the remainder of its term.

- 18. ATTORNEYS' FEES.** In no event SmartChoice shall be responsible for or reimburse entire or a portion of the Agent attorney's fee, litigation expenses, or court fees in connection to any claims arising out of this agreement including but not limited to contract, tort, or under any other theory of liability.
- 19. ENTIRE AGREEMENT.** This Agreement, including Attachment A and any future amendments, constitutes the entire agreement between the parties with respect to the subject matter herein. The terms and provisions of this Agreement may be amended at any time, with or without notice, and the latest version will be available at **<https://smartchoiceus.com/smartchoice-agent-portal/>**. By continuing to engage in the activities covered by this Agreement, the parties agree to be bound by such amendments. This Agreement supersedes any and all prior oral or written agreements, proposals, negotiations, and correspondence between the parties. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.
- 20. GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of Florida.
- 21. ASSIGNMENT.** The rights and obligations of SmartChoice under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of SmartChoice. SmartChoice may assign any of its rights under this Agreement or delegate any of its duties or obligations under this Agreement without the prior written consent of Agent.

Notices: Smart Choice Communications, LLC  
33 East 33<sup>rd</sup> Street, Suite 1108  
New York, NY 10016  
Attn: Legal Department

IN WITNESS THEREOF, the parties have caused the Agreement to be executed as of the day and year first above written.

**Smart Choice Communications, LLC**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agent**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

Agent Name: \_\_\_\_\_

Prospective customer name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State and Zip Code: \_\_\_\_\_

Contact Information

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

**Recurring Commission Rate**

\_\_\_\_\_ of the monthly invoice as per the Agreement.

All Commission Fees are to be paid according to the signed Agreement.

<b>Products</b>	<b>Term Length</b>	<b>% Commission</b>	<b>SPIFF</b>
<b>Internet</b>	12	0	0
<b>Hosted</b>	12	15	0
<b>Fax</b>	12	15	0
<b>Security</b>	12	15	0
<b>ePOTS</b>	12	15	0
<b>Managed</b>	12	15	0
<b>Toll Free</b>	12	15	0
<b>Equipment</b>	12	0	0
<b>Internet</b>	36	5	0
<b>Hosted</b>	36	18	1x
<b>Fax</b>	36	18	1x
<b>Security</b>	36	18	1x
<b>ePOTS</b>	36	18	1x
<b>Managed</b>	36	18	1x
<b>Toll Free</b>	36	18	1x
<b>Equipment</b>	36	5	0
<b>Internet</b>	60	10	0
<b>Hosted</b>	60	20	2x
<b>Fax</b>	60	20	2x

<b>Security</b>	60	20	2x
<b>ePOTS</b>	60	20	2x
<b>Managed</b>	60	20	2x
<b>Toll Free</b>	60	20	2x
<b>Equipment</b>	60	10	0

**Smart Choice Communications, LLC**

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Agent**

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_