

AI Sheriff, LLC FINDER'S FEE AGREEMENT

(INDEPENDENT CONTRACTOR)

This Finder's Fee Agreement (the "Agreement") is entered into and made effective as of the date of final signature below (the "Effective Date"), by and between:

The Company: AI Sheriff, LLC, a California limited liability company, represented by Jon Basinger, Managing Member ("Company"), and

The Finder: _____, an individual residing in California ("Finder").

1. Independent Contractor Status

The Finder is a solo independent contractor and is not an employee, partner, or agent of the Company. The Company will exert zero control over how, where, or when the Finder identifies potential leads. The Finder is not entitled to any company benefits, workers' compensation, or unemployment insurance. The Finder has no authority to bind the Company to any contract, pricing, or agreement.

2. Scope of Activity & Services

The Finder's sole activity under this Agreement is to introduce potential clients to the Company by providing contact information. The Finder shall not negotiate transaction terms, pitch product pricing, or close sales on behalf of the Company. There is no quota, minimum hours requirement, or obligation for the Finder to provide leads.

3. Lead Registration & Qualification

To qualify for a fee, the Finder must submit the lead's legal name, company name (if applicable), and contact information to the Company in writing prior to the Company's first independent contact with that prospect.

- **Expiration:** If a registered lead does not execute a binding contract with the Company within 90 days of submission, the lead expires, and no fee shall be owed.

4. Compensation & Profit Definition

In accordance with California Labor Code Section 2751, the method of calculating compensation is explicitly defined as follows:

- **The Fee:** The Company agrees to pay the Finder a fee equal to 20 % of the Net Profit generated from a successful sale resulting directly from an unexpired, qualified lead.
- **Definition of Net Profit:** "Net Profit" is defined as Gross Revenue received by the Company from the specific transaction, minus the following specific business deductions: computer hardware purchases, phone purchases, AT&T internet and phone services, AI agent token character generation charges.

5. Timing of Payment

Pursuant to the California Freelance Worker Protection Act, payment of the Finder's Fee shall be issued to the Finder within 60 days after the Company receives full, cleared payment from the referred client.

6. Tax Requirements & W-9 Mandate

The Finder acknowledges they are solely responsible for all federal, state, and local taxes owed on compensation received under this Agreement. The Finder agrees to provide the Company with a completed and securely signed IRS Form W-9 containing their valid Social Security Number (SSN) or Taxpayer Identification Number (TIN) as a condition precedent to receiving any payment. The Company will issue a Form 1099-NEC at year-end if total payments equal or exceed \$600 in a calendar year.

7. Term and Termination

This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by providing written notice

to the other party. Any qualified leads submitted prior to termination that successfully close within the window defined in Section 3 remain eligible for payment.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

COMPANY:

AI Sheriff, LLC

By: _____

Jon Basinger, Managing Member

Date: _____

FINDER:

By: _____

(Finder Signature)

Printed Name: _____

Date: _____