

# Experienced Recruiter (ER) - Agreement

THE ER AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_\_\_ between **PhoneOps Funding, LLC** (hereinafter referred to as "PhoneOps") and \_\_\_\_\_ (hereinafter referred to as "ER". PhoneOps is a nationwide Private Lender under state law and ER agrees to recruit Specialists as outlined below:

*Initial*

- \_\_\_\_ 1. ER agrees to study the Specialists website found at: <https://bit.ly/SpecialistsOpportunity> prior to starting work in order to successfully recruit Specialists. ER agrees to: **1:** Send each potential Specialist to this site, **2:** Explain the duties, payscale, benefits and the one-time investment, **3:** Help each Specialist to determine which program is best to specialize in, **4:** Help each Specialist with the completion of the application making sure your full name is included on the last page of their application and **5:** Making sure that their payment of the Specialist Investment Package (*SIP*) is paid.
  
- \_\_\_\_ 2. Production: ER agrees to recruit Specialists daily, weekly and monthly, have accounts with multiple recruiting platforms including but not limited to Upwork, Career Builder, Monster, Simply Hired, Zip Recruiter, Glassdoor, Indeed, LinkUp, AngelList, Craigslist, Snagajob, Google for Jobs, Job.com, Joblist, Facebook, LinkedIn, InstaGram, Twitter, TikTok, etc to gather information on candidates and able to build relationships with candidates and have the ability to clearly identify the areas of importance for each candidate in order to recruit & keep each candidate motivated to work.
  
- \_\_\_\_ 3. ER is responsible to recruit as ER sees fit on a daily bases to build ER's own team of Specialists. PhoneOps shall never be held responsible for ER's actions. PhoneOps will not monitor, keep notes, tabs, watch, guide, inform, instruct, insist, etc. any of ER's daily functions or activities as this agreement is a standard INDEPENDENT CONTRACTOR's agreement and is legally binding in the state of Florida under the Florida Statues Chapter 605.
  
- \_\_\_\_ 4. ER is 100% Responsible for ER's own actions, ER is responsible to build ER's own team, responsible to maintain professionalism, responsible to stay in compliance with state law and responsible to educate, be fair and honest with all Specialists regardless of Race, Religion, National Origin, Age, Sex, Familial Status & Disability.
  
- \_\_\_\_ 5. ER understands that compensation due to ER per this agreement is to be paid accordingly based on "Schedule A". Compensation are paid directly to PhoneOps by closing agent for each closed Client. PhoneOps will then compensate ER on the next payroll day.
  
- \_\_\_\_ 6. ER is an independent contractor and not an employee or employer of PhoneOps.

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\_\_\_\_ 7. ER accept 100% financial responsibilities for any and all claims of misuse of documents, personal documentation mishandled and any other dispute, claim or investigation filed by any Specialists. Any dispute or claim arising out of or in connection with this agreement or its performance shall be submitted to arbitration which shall be final and binding under the commercial rules of the American Arbitration Association with hearing to take place in Cocoa, FL.

### Schedule A

\_\_\_\_ 8. ER agrees to the following compensation: The PayScale is based on per loan closed.

1st Tier: You are paid \$50 for each successful recruit.

2nd Tier: You are paid Five Basis Points (0.05%) of the 1st lien loan amount that each recruited Specialist's closed loan. (*Residual Income*)

\_\_\_\_ 9. ER agrees to the following:

Full-time Only: ER agrees to bring on board a minimum of 5 Specialists per week and to keep each Specialists motivated to work

\_\_\_\_ 10. ER Production: If there's no production/activity from ER in a full week in any given month, residual compensation will be reduced from 0.05% to 0.01%. Compensation will reset back to 0.05% once there is production/activity in every week for a full 4 weeks. Compensation will continue to drop back to 0.01% if there's no production in a full week in any given month.

### Agreement

*PhoneOps may terminate this agreement without reason and without notice at any given time and all current and future commissions will be forfeited. ER must provide a 30-day notice in writing for the reason of termination or pending commissions will be forfeited. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written representations, understandings, promises or agreements which are not included in this agreement. Any wordings/verbiage added to this agreement either by hand written or typed by ER will be null & voided.*

\_\_\_\_\_  
ER:

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