



## SCOUT PARTICIPATION & COMPENSATION AGREEMENT

**This Agreement is made effective as of [Insert Date], by and between EdensBay LLC, a New Mexico limited liability company ("Company"), and the undersigned independent contractor ("Scout").**

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### 1. Purpose

EdensBay LLC engages the Scout to assist in expanding its Alliance and Vendor Base by recruiting Vendors and Members who actively engage with the EdensBay platform.

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### 2. Compensation Structure

#### 2.1 Deferred Compensation

The Scout acknowledges and agrees that compensation under this Agreement is **performance-based and deferred** until EdensBay LLC begins generating revenue from Vendor commissions and/or member subscriptions respectively. No compensation is owed until qualifying benchmarks are met as described below.

#### 2.2 Vendor Acquisition Bonus

The Scout will earn **\$25 per qualified Vendor**, payable in **lots of 50 Vendors**, based on the following conditions:

- Each Vendor must generate **at least \$50 in commission fees to EdensBay LLC within a single calendar quarter**.
- Upon reaching 50 such qualified Vendors, the Scout will receive a **one-time payment of \$1,500**.
- Vendor contributions can accumulate over time until the 50-vendor threshold is met.

#### 2.3 Member Acquisition Bonus

The Scout will earn **\$10 per Member**, payable in **lots of 100 Members**, based on the following conditions:

- Each Member must register using the Scout's unique referral code.
- Upon reaching 100 referred Members, the Scout will receive a **one-time payment of \$1,000**.
- Member contributions can accumulate over time toward future payouts.
- Membership Subscription revenue must be active and open, occurring at Grand Opening.

- Payout for memberships that move from registered members to subscribing members at grand opening will happen occurs 2 weeks after the first subscribed quarter.

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## 2.4 Tracking and Attribution

Each Scout will be assigned a **unique referral code**. This code must be used by Vendors and Members during registration to ensure proper attribution of contributions. EdensBay LLC will provide tools for Scouts to monitor their performance.

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## 3. Alliance Membership Terms

By entering into this Agreement, the Scout acknowledges that they are registering as a **future Member of the EdensBay Alliance** and **agree to abide by the Alliance Membership Terms and Conditions**. This agreement is conditional upon their acceptance of those terms, which are incorporated herein by reference. The Scout understands that Alliance membership may entail additional responsibilities, opportunities, and benefits as the venture develops.

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## 4. Independent Contractor Status

The Scout is engaged as an **independent contractor** and is not an employee, agent, or representative of EdensBay LLC. The Scout is solely responsible for paying any federal, state, or local taxes related to compensation earned.

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## 5. No Guarantee of Compensation

EdensBay LLC does not guarantee any minimum compensation. All payments are subject to meeting the performance thresholds described in Section 2 and contingent on actual revenue generation by referred Vendors.

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## 6. Termination

Either party may terminate this Agreement at any time with written notice. Any accrued performance metrics will be honored in accordance with the payment structure defined in Section 2.

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## 7. Confidentiality

The Scout agrees to maintain the confidentiality of all proprietary, financial, and strategic information related to EdensBay LLC and its operations, vendors, members, or technology platforms.

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## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of New Mexico**, without regard to its conflict of laws principles.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates set forth below.

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### EdensBay LLC

By: \_\_\_\_\_

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

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

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

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### Scout (Independent Contractor & Future Alliance Member)

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

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

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