Independent Contractor Agreement for Direct Salesperson

This Agreement is made between		("Client"), with a principal place of
business at	, and	("Contractor"), with a principal
place of business at		

1. Services to Be Performed

LALTERNATIVE A

Contractor agrees to sell the following product or merchandise for Client:



Contractor will be responsible for all expenses incurred while performing services under this Agreement. This includes license fices, memberships, and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor bins to complete the work under this Agreement.

[] ALTERNATIVE B

Client will reinfluenc Contractor for the following expenses that are dissails attributable to work performed under this Agreement:

Contractor will subsoit an iterational statement of Contractor's against a. Class will pre-Contractor within 30 days ofter receipt of each statement.

/Optional Classe: Check |f-applicable.|

[] S. Matterfalls

Communities will formish all manerials and no provide to provide services required by this Agreement.

[End Optional Classe]

6. Torm of Agreement

- the date Committee employees the services required by this Agreement
- * Ideal ...
- # We don't party terminates the Agreement as provided below.

1. For minor to the department

[Choose Alternative A or R.]

[] ALTERNATIVE A

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of cause for termination.

Remonable cause includes:

- a material violation of this Agreement, or
- nonpayment of Contractor's compensation after 20 days' written domand for payment.

Contractor will be entitled to full payment of all commissions carned on orders received by Clant prior to the effective date of termination.

[] ALTERNATIVE B

8. Independent Contractor Status

[Clack all that apply]

- [] Contractor has the rip to target of one services the others during the term of this Agreement.
- [] Community of the contract of the contract
- | Comment of the Comm

does not the to pursue or report on leads furnished by Client
is not required to attend sales meetings organized by Client
does not have to obtain Client's proapproval for orders, and
will adopt and carry out Contractor's own sales strategy.

- [] Subject to any nontrictions on Contractor's sales territory contained in this Agreement, Contractor has the right to perform the services required by this Agreement at any location or time.
- [] Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement, except that Client may supply Contractor with sales forms.
- [] Contractor or Contractor's employees or contract personnel will profess for services required by this Agreement, Client will not bins, supervise, or profess and another below.

 Contractor.
- [] Notified Contractor for Contractor's ongityous or contractor and will relate by training from Client in the skills necessary to perform the service training of the Agreement.
- [] Clear will not require Commuter or Commuter to Commute the Commuter Comm

S. Lacal, State, and Federal Taxon

Contractor will pay all income and an extend of the stand of the stand Madican tenant income will extend while performing one on each of the standard Client will see

- Middle out or State of Income tax from Contractor's payments.

The payments again to Classes 2 and 4 here do not include tunes. If Contractor is required to pay any colored, state, or local sales, use, property, or value added tunes based on the services provided under this Agreement, the tunes will be separately billed to Class. Class will be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any tunes by Class.

16. Exclusive Agreement

This Agreement (including any attached exhibits) is the entire Agreement between Contractor and Client.

[Optional Classe: Check if applicable.]

| | 11. Confidentiality

Confidential information does not include in patient that

- Contractor loans before Client disch and it.
- is or becomes public lawyers
- Contractor obtains to a contract to a Charge of one so day of another sold on the contract of the
- # Company of the Company

13. Resolving Topolog

(Charles and any deciral optional classes)

SUTERNATIVE A.

If a disput attent order this Agreement, any party may take the matter to court.

[] If any court action is necessary to entirese this Agreement, the prevailing party will be entitled to reasonable attorney flors, costs, and expenses in addition to any other relief to which the party may be entitled. [End-option.]

[] ALTERNATIVE B

[Optional: Check |Fapplicable.]

[] If any count action is necessary to enforce this Agreement, the pro-affect early will be entitled to reasonable attorney fines, costs, and expenses in addition to the entitle of the schiols the party may be untitled. [End-option.]

[] ALTERNATIVE C

E3. Notices

- in the delivered personally to the recipient's address as stated on this Agreement;
- Street do Waller, being deposited in the United States mail, with postage propaid to the recipion's address as stated on this Agreement, or
- when sent by fin or electronic mail, such notice is effective upon receipt provided that a deplicate copy of the notice is promptly given by first class mail or the necipiest delivers a written confirmation of receipt.

14. No Partnerskip This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf. 15. Applicable Law This Agreement will be governed by the laws of the state of ... [Optional Classe: Check if applicable.] | | 16. Assignment and Delegation Either Contractor or Client may assign its rights and may drawn Agreement. [End Optional Classe] Nignatures Class: __/Name of Class! By: _____ Signature Typed or Printed Name: Title Date Communication (Typed or Paris Name Tiefer Taypor D Number: Date