



Independent Sales Contractor Agreement

This agreement is entered into on the _____ day of _____ in the year _____, between Power Marketing Group, LLC. (PMG), and _____ (CONTRACTOR), operating as an Independent Sales Contractor (CONTRACTOR), and shall be binding until termination by either party.

Appointment

PMG hereby appoints CONTRACTOR on a non-exclusive basis to sell, market, promote, and solicit orders for PMG's Client(s) solely in the area(s) specified by PMG (the "Area"), and within the Area, only where the Service is available.

Responsibilities of Contractor

CONTRACTOR accepts the appointment hereunder and agrees to use its best efforts to promote and solicit orders for the Service provided by or through Client(s). CONTRACTOR agrees that it shall at all times comply with all laws, rules and regulations applicable to its activity hereunder and shall at all times act professionally and treat customers and potential customers with courtesy and respect. Client(s) shall have the sole right in its discretion to reject the enrollment of any customer. In soliciting customers to subscribe to the Service, CONTRACTOR shall comply with all Client(s) procedures and practices for the enrollment of new customers of the Service. Orders from prospective customers submitted by CONTRACTOR shall not be binding upon PMG nor shall Commissions be payable until and unless such customers meet Client(s) requirements, are accepted by Client(s). CONTRACTOR shall have no right or obligation to bill or collect from customers or potential customers any money or charges for Services. CONTRACTOR understands and agrees that Client(s) will set the terms, conditions, prices and pricing parameters for Service and that CONTRACTOR shall not imply or represent anything to the contrary to any person or entity. CONTRACTOR agrees that under no circumstances shall it utilize electronic mail or telemarketing tactics to in any way conduct sales hereunder.

Compensation

Commissions to CONTRACTOR are paid based on approved sales for a one week period and are paid on Fridays. PMG reserves the right to withhold payment on any and all sales related to a client who is delinquent in paying PMG until that client compensates PMG for the corresponding sales. PMG has agreed to compensate CONTRACTOR according to Schedule 1 of this Agreement. PMG reserves the right to make changes to Schedule 1 with a minimum of 2 day notice at any time.

Termination

Termination is effective immediately upon verbal or written notice by either party without reason or notice. Upon termination, all PMG and PMG Client-related material must be returned to PMG. This includes, but is not limited to Uniforms, Identification Badges, and Client Marketing Materials. Final Payment will not be released until all of the requested items are returned. Failure to return PMG Property or misuse of PMG Property after termination of the agreement will be considered grounds for criminal prosecution. Breach of this agreement by CONTRACTOR will result in forfeit of any money due to CONTRACTOR.

Non-Competition

This section of the agreement will remain in force for three (3) years after the termination date. After termination of agreement, CONTRACTOR is NOT permitted to solicit other PMG contractors, employees, clients, customers or any other agent or representative of PMG for a period of 3 years for the purpose of any relationship with a current or past PMG Client, or contracting/employing any PMG contractor, employee, agent or any other representative of PMG. Breach of this Non-Competition clause will result in immediate legal action and forfeit of any money due to CONTRACTOR.

Confidentiality

CONTRACTOR understands and agrees that this agreement creates a relationship of confidence and trust between CONTRACTOR and PMG with respect to all Confidential Information. At all times, both through the duration of this agreement and after its termination, CONTRACTOR will keep in confidence and trust all such Confidential Information, and will not use or disclose any such Confidential Information without the written consent of PMG. Breach of this Confidentiality clause will result in immediate legal action and forfeit of any money due to CONTRACTOR.

Independent Contractor

CONTRACTOR agrees that CONTRACTOR will be acting as an independent sales contractor for all purposes. CONTRACTOR is not an employee of PMG and is not covered under PMG’s Workers’ Compensation Insurance. CONTRACTOR will operate as an Independent Contractor including, but not limited to: furnishing and using the necessary supplies and motor vehicle to perform the obligations set forth in this agreement; obtaining necessary insurance; paying all fees and taxes; complying with all applicable law and federal, state, and local rules and regulations pertaining to CONTRACTOR’S business, all at CONTRACTOR’S own expense. CONTRACTOR shall be solely responsible for the payment of any federal, state or local income, Social Security and/or self-employment taxes with respect to the services provided under this agreement.

This agreement constitutes the entire agreement between PMG and CONTRACTOR with respect to the subject matter hereof, and supersedes all prior agreements, whether written, or oral, between the parties with respect to the subject matter hereof.

Independent Sales Contractor:

Power Marketing Group, LLC:

Name (Print)

Name (Print)

Name (Signature)

Name (Signature)

Date

Date