



Independent Sales Contractor Agreement

This agreement is entered into on the _____ day of _____ in the year _____, between Genius Enterprises Inc. (GENIUS), and _____ (CONTRACTOR), operating as an Independent Sales Contractor (CONTRACTOR), and shall be binding until termination by either party.

Appointment

GENIUS hereby appoints CONTRACTOR on a non-exclusive basis to sell, market, promote, and solicit orders for Comcast's Cable TV service ("Cable Service"), High-Speed Internet Access Service ("Internet Service"), and Comcast Digital Voice service ("Home Phone Service"), (each a "Service," and collectively "Service(s)") provided by or through Comcast, for residential customers only, solely in the area(s) specified by GENIUS (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 Comcast. 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.

Comcast 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 Comcast procedures and practices for the enrollment of new customers of the Service. For all customers referred hereunder, CONTRACTOR shall complete Service orders ("Service Orders" or "Orders"). Orders from prospective customers submitted by CONTRACTOR shall not be binding upon GENIUS nor shall Commissions be payable until and unless such customers meet Comcast credit and Service requirements, are accepted by Comcast under its standard customer agreement, and Service is installed. CONTRACTOR shall have no right or obligation to bill or collect from customers or potential customers any money or charges for Services, unless specifically authorized by GENIUS. All such amounts collected shall be turned over to Comcast within one business day of collection.

Contractor understands and agrees that Comcast 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. To the extent Comcast permits Contractor to use Comcast's standard customer agreement in connection with its sales hereunder.

Contractor agrees that under no circumstances shall it utilize electronic mail or telemarketing tactics to in any way conduct sales hereunder.

Weekly Order Submission

CONTRACTOR agrees to submit all completed orders to GENIUS on a weekly basis. A completed order includes all required information for the client to provision the new customer and the customer's signature. GENIUS has the right to accept or reject any order submitted on the basis of incompleteness or illegitimacy. Incomplete orders may be returned to CONTRACTOR for reworking; orders that are found to be illegitimate will not be returned to CONTRACTOR and are grounds for immediate termination of this agreement, legal action, and forfeit of any money due to CONTRACTOR.

Compensation

Commissions to CONTRACTOR are paid based on installed sales for a one week period and are paid on Mondays. A reserve of 10% will be held from all commissions earned by CONTRACTOR up to a total required amount of \$3,000 (Three Thousand Dollars) to repay any commissions that get charged back by Comcast after termination of the agreement between GENIUS and CONTRACTOR. The holding period for the reserve will be up to 180 days or 6 months from the termination date of this agreement, after which all commission still owed to CONTRACTOR will be released on the next payment date. If at the time of termination of this agreement CONTRACTOR'S reserve is not at the full required amount of \$3,000 (Three Thousand Dollars), GENIUS reserves the right to withhold any payment(s) still due to CONTRACTOR for the same 180 day holding period. GENIUS also reserves the right to withhold payment on any and all sales related to a client who is delinquent in paying GENIUS until that client compensates GENIUS for the corresponding sales. GENIUS has agreed to compensate CONTRACTOR according to Schedule 1 of this Agreement. GENIUS reserves the right to make changes to Schedule 1 with a minimum 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 GENIUS and GENIUS Client-related material must be returned to GENIUS. This includes, but is not limited to Uniforms, Identification Badges, and Client Marketing Materials. Final Payment and/or CONTRACTOR'S reserve will not be released until all of the requested items are returned. Failure to return GENIUS Property or misuse of GENIUS 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 of a GENIUS contract. After termination of contract, GENIUS' CONTRACTORS are NOT permitted to solicit other GENIUS' CONTRACTORS, employees, clients, customers or any other agent or representative of GENIUS for a period of 3 years for the purpose of any relationship with a current or past GENIUS Client, or contracting/employing any GENIUS CONTRACTOR, employee, agent or any other representative of GENIUS. 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 GENIUS 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 GENIUS. 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 GENIUS and is not covered under GENIUS Workers' Compensation insurance policy. Under no circumstances will CONTRACTOR be included in any employee benefit plan of GENIUS. CONTRACTOR will operate as an independent CONTRACTOR including, but not limited to: furnishing and using the necessary supplies and motor vehicles 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 GENIUS 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:

GENIUS ENTERPRISES INC:

Name (Print)

Name (Print)

Name (Signature)

Name (Signature)

Date

Date



**2381 Philmont Ave. Suite 117
Huntingdon Valley, PA 19006
267-722-8660
www.geniussales.com**