

Netfactors Design Studio

(209) 642-0512

www.netfactors.net

PO Box 1338, Woodbridge. CA 95258

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28. There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.

29. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

30. This Agreement shall be governed by the laws of the State of [specify].

Your signature in the lower left-hand corner of the copy hereof will indicate the acceptance of the terms and conditions herein stated, and thereafter this letter shall constitute our whole and complete agreement concerning your engagement which may not be orally modified or extended.

Very truly yours,

Netfactors

("The Company")

By: Michelle C. Lang
Owner /Principle

Consented and Agreed to:

By: _____ (print Independent Reps Full Name)

Signature _____ Date _____ 2009

By: : _____ (print Managing Independent Reps Full Name)

Signature _____ Date _____ 2009

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issued on the 1st day and the 16th day of each month unless said days fall upon a weekend or holiday day in which payments will be made on the next closest business day. Payments may accrue when less than \$50 in commission.

21. Sales Managers will receive a 10% commission on all gross sales of Independent Reps in which they have been designated within their contracted agreement. Payments will be made as outlined in paragraph 1 of line 20.

22. Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Stockton, California by Three (3) arbitrators under the then prevailing rules of the American Arbitration Association.

23. In any arbitration involving this Agreement, the arbitrators shall not make any award which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent with the provisions of this Agreement. Any such arbitration must be commenced no later than One (1) year from the date such claim or controversy arose. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the Company may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or replevin, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement.

24. Service of process and notice of arbitration of any and all documents and papers may be made either by Certified or Registered mail, addressed to either party at the addresses listed in the Agreement.

25. The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.

26. Nothing in this Agreement shall be construed to constitute you as a partner, affiliate or employee of the Company.

27. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.

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possession or under your control and shall return same, including all catalogs, brochures, advertising, literature and other property of the Company, immediately upon our request. Final severance compensation due, if any, shall not be paid until such property is received by us and has been returned in reasonably good condition, together with a duly executed general release.

17. Both parties acknowledge that the Company is entering into this Agreement due to the special, unique and extraordinary skills of [Independent Rep Name here].

Accordingly, this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture without the Company's prior approval. Notwithstanding the foregoing, the Company shall be notified in writing of your intention to cease selling the Company's product, an intention to liquidate your business, sell its assets, or sell or transfer more than 50% of the capital stock of the business, no less than Five (5) business days prior to the occurrence of same. In no event will the Company be bound to continue this Agreement under the same terms and conditions to your transferee, successor or majority stockholder, or in the event that Michelle Lang is no longer personally and actively involved in selling the Company's products.

18. You shall notify the Company of all Independent Representatives you intend to contract hereonwith who shall assist you in representing the Company's products no less than Five (5) working days prior to their representation of same.

19. You hereby covenant, warrant and represent that both you and/or any Independent Representatives you manage will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, manufacturing processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining you from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

20. You agree that payments for full compensation will be paid when full payments for the contracts executed by the Independent Reps have been rendered and deposits made of those monies. Payments of commission will be made to Independent Reps with Rep agreements on file only and only in the name of that Rep. Payments will be

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from your commission statement as they become due or are paid in full. For the purposes of this Agreement, bad debts are defined as uncollectible invoices exceeding 120 days.

12. You covenant and agree that during the term of this Agreement, you shall not sell, promote or offer for sale, directly or indirectly, any product which might in any way be deemed competitive to our advertising products or concept and that you presently carry no line which is competitive with said product. Notwithstanding the foregoing, you agree to notify the Company in writing of all future products with the name of the company you intend to promote, competing, or otherwise, before your representation of same. This covenant shall become a material part of this Agreement.

13. The Company hereby contracts with you at will and this Agreement may be terminated by either party at any time for any reason. Said termination will be effective after either party provides to the other, by hand delivery from Rep to Principle or to Rep from Principle a written notice of termination. Termination may also be executed by Certified Mail, Return Receipt Requested, a written notice of intent to terminate at the expiration of Thirty (30) days from the date upon which such notice is mailed to the other. Such termination will then occur at the end of the Thirty (30) day notice period. Notwithstanding the foregoing, the Company shall be able to terminate this Agreement immediately, without the sending of the aforesaid written Thirty (30) day notice, upon your death, bankruptcy, or in the event you breach any of the material terms of this Agreement. All company materials, sales media, presentation binder and print media must be returned to the office within 30 days of termination.

14. In the event you send the Company written notice of your intent to terminate this Agreement pursuant to Paragraph 13, you shall continue to solicit orders for the Company during the aforesaid Thirty (30) day period. Notwithstanding the foregoing, if the Company sends you written notice of its intent to terminate this Agreement pursuant to Paragraph 13, you shall cease soliciting orders for the Company immediately on the day said notice of termination is received by you.

15. At the termination of this Agreement, a final accounting will be made between the Parties. In the event you send the Company notice of your intent to terminate this Agreement pursuant to Paragraph 13, you will receive full commission on all accepted and completed contracts which have been paid in full within your territory during the Thirty (30) day notice period prior to the effective termination date of this Agreement.

16. At the termination of this Agreement, you shall cease using any sales materials and product samples in your

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6. You agree that if you or your employees shall operate a motor vehicle during the term of this Agreement, the Company is not responsible for any damage or loss sustained by the use of said automobile during the term hereof. If you or your employees shall operate a motor vehicle in the performance of your duties hereunder, you

will maintain public liability insurance in limits not less than \$300,000/\$500,000, and shall promptly furnish the Company with documentation evidencing same upon our request.

7. The Company has the sole right to establish, alter or amend product specifications, prices, delivery schedules and discounts, and the Company will give you timely notice of any and all changes.

8. In full payment for all services to be rendered by you, The Company shall pay you a commission of 25% gross commission on sales totalling less than \$5000 in any given month. Sales in excess of \$5000 will receive a 30% commission on gross sales for that month. All sales are minus direct expenses arising from said sale. Any performance bonuses indemnified after this contract are subject to change for of all completed contracts that in which the company has retained full payment into your exclusive territory, with the following exception:

The Company shall pay a split commission for any accepted advertising contracts taken from a customer in your territory but in affiliation, subsidiary or designee of said customer in another sales representative's territory. The Company reserves the right to allocate or split the designated commission plus in a manner it deems most reasonable to best reward the sales representative who had greatest influence on the sale.

9. All contracts are subject to acceptance by the Company at our home office and the Company may reject a contract at any time for any reason.

10. The Company shall keep copies of all invoices of completed contracts of which you have executed and shall keep an accurate set of books and records regarding commissions due. Commission statements and payments shall be sent to PO Box 1338, Woodbridge, CA 95258 no later than the Twentieth (20th) day of the month following the month the contracts were completed or delivered to the main office of Netfactors. Commission statements presented to you shall be deemed correct unless objections in writing are received by the Company within Thirty (30) days from the issuance of same.

11. You agree to assist the Company in all collection efforts from non-paying customers in your territory upon our request. Notwithstanding the foregoing, the Company shall retain commission on credits, returns, and bad debts

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INDEPENDENT REPRESENTATIVE AGREEMENT

Date _____ 2009

Name of Independent Representative _____

Address _____

City, State, Zip _____

Please provide a copy of a Drivers License or picture ID

Social Security # _____ - _____ - _____

This will confirm your engagement as an Independent Sales Representative (also referred to as Independent Rep) for Netfactors (hereinafter referred to as "the Company") under the following terms and conditions:

1. You will devote your best efforts for the solicitation of orders resulting in sales of our advertising products to all types of business entities located in the State of California in areas in which you have been granted exclusive territorial rights.
2. You are hereby retained as an Independent Contractor and not as an employee of the Company. As an Independent Contractor, you shall be solely responsible to pay all applicable taxes arising from payments made to you by the Company, including, but not limited to, social security, self-employment taxes and disability insurance. Neither you nor your employees shall be entitled to participate in any Company plans, arrangements or distributions pertaining to any pension, stock, bonus, profit sharing or similar benefits.
3. You agree to indemnify and hold the Company harmless from any and all liability, claims, demands or requirements imposed by federal or state law upon self-employed individuals arising from payments made to you under this Agreement.
4. You agree to bear all expenses incurred in your sales endeavors except those which the Company agrees to pay for in writing.
5. You agree to make no representations, warranties or commitments binding the Company without the Company's prior consent. You will execute no agreement on behalf of the Company nor shall you hold yourself out as having such authority. In addition, you warrant and represent to the Company that you are free to enter into this Agreement and that this does not violate any agreement heretofore made by you.