**INDEPENDENT CONTRACTOR SALES REPRESENTATIVE AGREEMENT**

This agreement, made this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Rich Walton of Walton Athletics, LLC, DBA SKILLDEVELOPMENTCOACH.COM, [herein termed OWNER, and the Company] duly authorized member/director (hereinafter called the Company,) and  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**  an individual with a residence located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**in the town or City of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and State of **\_\_\_\_\_\_\_\_\_\_\_** (hereinafter called the Salesperson.)

**WITNESSETH:**

**Whereas,** the company is authorized in the State of Connecticut to transact business; and,

**Whereas**, Salesperson, is an individual and independent contractor as defined by Connecticut General Statutes Section 31-222(a) (1) (B) (ii), and Internal Revenue Code Revenue Ruling 87-41.

**NOW THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES THE PARTIES AGREE:**

1. The Company agrees to engage the Salesperson, and the Salesperson agrees to act as Salesperson for the Company, for a period of one (1) year from the date hereof, subject to the terms herein. This agreement shall be automatically renewed from year to year with the same terms and provisions as described herein, unless this agreement shall be terminated sooner according to the provisions herein. (a) Either party shall have the right to terminate this agreement at any time for any reason. (b) Parties shall give at least thirty days notice of their intent to terminate the agreement prior to renewal. In the absence of a 30-day written notice prior to the expiration of the annual period, this agreement shall be automatically renewed from year to year subject to the same terms and provisions as contained herein.
2. Business decisions. Salesperson shall not have rights to manage and control the business. Should there be differences between the OWNER, RICH WALTON, (also termed the Company) and salesperson, concerning ordinary business matters, a final decision shall be made by the OWNER. It is understood that the OWNER may elect other parties to conduct the day-to-day business of the business. The Salesperson shall not be able to bind the business by act or contract to any liability without the prior written consent of the OWNER.
3. Commission. The Company agrees to pay the Salesperson, as compensation for his services, a commission of TWENTY FIVE (25%) on the net revenue of each months DIRECT sales, subject to the conditions herein provided.

Salesperson will be eligible for Sales bonuses as per the terms and conditions in Schedule A.

1. Lead-referral commissions. The Company agrees to pay the Salesperson, as compensation for any Salespersons [herein, termed affiliates], he is responsible for referring to the company, with whom the company enters into a Sales agreement, a commission of TEN (10%) on the net revenue of each month’s affiliate’s activity, for up to twelve months and as subject to the conditions herein provided. Such leads represent referrals, and do not qualify the Salesperson to be a sales agent, but rather, are part of the Salesperson’s independent contractor Salesperson status (as is the case for all conditions in this agreement). Such referred affiliates are required to enter into a contract with OWNER before any sales will qualify for Salesperson commissions, and before any referred Salesperson or affiliate may sell any SKILLDEVELOPMENTCOACH.COM services. Salesperson shall not represent to any other individual or company that they may be an affiliate without entering into such contract with SKILLDEVELOPMENTCOACH.COM. To be clear, lead-agent commissions do not apply to direct sales made by the Salesperson.

OWNER shall have the exclusive right to accept or reject any affiliate referred to SKILLDEVELOPMENTCOACH.COM with no obligation to Salesperson for any rejected affiliates.

Any conflicts as to whose referral a particular affiliate is, in the case of a conflict between Salespeople, internal or contractor, and the Salesperson shall be decided by the OWNER.

1. Qualifying sales. Salesperson will receive commission on all orders that are initiated and secured solely by Salesperson for each month in which the subscriber is billed and the subscriber maintains an active and current account (hereinafter termed QUALIFYING SUBSCRIBERS), for as long as the subscriber remains active, except as provided as follows, and except for referral sales which are paid according to the terms in condition number four, entitled Lead Agent Commissions.

(a) In the event that the Company is sold, or this independent contractor’s agreement is terminated or is cancelled, Salesperson shall be paid the agreed commission rate on qualifying subscribers for a period of one year after such date.

1. The Salesperson will not make any representations, warranties or commitments binding the Company without the prior written consent of the Company. Any sales or marketing materials of any kind (including, but not limited to web, video, and print materials) created by the Salesperson requires the approval of OWNER before the Salesperson may use such materials.
2. (a) The Company shall have the exclusive option of accepting or rejecting any order submitted by the Salesperson, and no commissions shall be due or payable hereunder except on services actually provided by the Company and received and accepted by the Purchaser.

(b) The Company reserves the exclusive right to grant credit and establish credit terms under terms and conditions solely according to the Company’s best discretion.

1. The Salesperson agrees to diligently work to secure subscribers for the Company.

Such may include, the following: making phone calls, email, and presentations targeted at increasing sales; staying up to date with changes in the products and services, including pricing and product and service benefits.

1. Either party shall have the right to terminate this agreement for any reason without cause by

providing prior written notice to the other, as per clause 1. Upon termination, the Salesperson shall be entitled to any earned commissions on qualifying subscribers for up to twelve months after termination.

10. The Salesperson will serve as an independent contractor and be responsible to pay all applicable

Social Security, withholding, and other taxes. The Salesperson will bear all expenses incurred in his sales endeavors except for those for which the Company agrees in writing to pay. The salesperson shall not be entitled to any benefits offered to employees.

11. The parties hereto agree that failure by either party to strictly enforce any provision of this agreement shall not constitute a waiver or an estoppel, nor preclude either party from subsequent strict enforcement of any or all provisions hereof.

12. It is hereby agreed that any controversy or claim arising out of or relating to this agreement shall be settled by arbitration administered in New Haven, Connecticut, pursuant to a single arbitrator arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. The parties hereto agree that this agreement constitutes and expresses the whole agreement of the parties with reference to the representation, and compensation for or in respect to the Salesperson’s efforts on behalf of the Company, and all promises, undertakings, representations, agreements, and understandings and arrangements entered into between the parties herein. No alterations or variations of the terms of this agreement shall be valid unless made in writing, dated, and signed by both parties. It cancels and supersedes all prior commission agreements and understandings.

If any provision of this agreement shall be found invalid or unenforceable to any extent, the remainder of this agreement, or the application thereof to other situations, shall not be affected thereby. The Company may assign or transfer this Agreement or any of its rights or obligations without the prior written consent of the Salesperson. And this agreement shall be binding and inure to the benefit of the Company’s personal representatives, successors and assigns. The Salesperson may not assign or transfer this Agreement or any of its rights or obligations under this Agreement, without the express written consent of the Company.

14. Non-compete. The Salesperson agrees to not compete with, nor sell services in competition with the services of this Agreement, during the term of this Agreement and for a two-year period after the termination of this Agreement.

15. Ownership of customer. All SKILLDEVELOPMENTCOACH.COM video service customers, with whom Salesperson interacts during the term of this Agreement, shall belong to and be the exclusive property of the Company at all times.

16. Compliance with laws. The Salesperson agrees to comply with the laws of any state(s) in which the Salesperson’s services are provided and to pay the costs of such compliance.

17. Salesperson expenses. All expenses that may be incurred by the Salesperson in connection with this Agreement shall be borne solely by the Salesperson unless otherwise approved in writing in advance by the OWNER.

18. The Salesperson shall perform the services under this Agreement solely as an independent contractor and shall not serve as or be deemed an employee of the Company under any circumstances. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners, joint venturers, employer/employee or principal/agent. The Salesperson is not authorized to assume or undertake any obligation of any kind, express or implied, or to make any promise, warranty or representation on behalf of the Company except in the capacity of independent contractor and as set forth in this Agreement. Any employees, agents or subcontractors of the Salesperson shall not be construed employees of the Company for any purpose whatsoever. The Salesperson shall not make any representations to third parties inconsistent with this Agreement or other business practices specified by the company in the course of business. The Salesperson forever waives the right to challenge its status as an independent contractor or the right to argue that it was or is an employee of the Company.

19. Complaints by Customers. The Salesperson shall immediately inform the Company of any observations or complaints received from customers in respect of the products and services provided by the Company. The parties hereto shall deal promptly and properly with such complaints.

20. Exclusivity. The Company does not grant the Salesperson exclusive rights to represent or sell the Company’s products and services.

21. The Company is, whenever necessary, entitled to deal directly, without the Salesperson’s intervention with customers, affiliates, or affiliates of affiliates, etc. sold by the Salesperson but in respect of any sales arising therefrom, the Salesperson shall be entitled to the normal commission rate, as specified herein.

22. The Salesperson agrees to use his best efforts to promote the sale of the Company’s products and services in accordance with the Company's reasonable instructions and shall protect the Company's interests with the diligence of a responsible businessman.

23. When negotiating with customers, the Salesperson shall offer the Company’s products and services strictly in accordance with the terms and conditions of the offers of sale that the Company has communicated to him. Salesperson shall be responsible for any pricing which is misquoted by the Salesperson to others.

Note: the titles herein, such as “Commissions,” “Lead agent commissions,” and others are for descriptive purposes, not binding except as described herein.

Schedule A

**Salesperson Bonus Structure**

|  |  |  |
| --- | --- | --- |
|  | Column A | Column B |
| New Subscriptions\*\* | Bonus Tier | Total Cumulative Bonus\* |
| 25000 | $     15,000.00 | $                 51,400.00 |
| 15000 | $       7,500.00 | $                 36,400.00 |
| 10000 | $       7,500.00 | $                 28,900.00 |
| 5000 | $       5,000.00 | $                 21,400.00 |
| 2500 | $       5,000.00 | $                 16,400.00 |
| 1500 | $       5,000.00 | $                 11,400.00 |
| 1000 | $       2,500.00 | $                   6,400.00 |
| 500 | $       2,000.00 | $                   3,900.00 |
| 250 | $       1,500.00 | $                   1,900.00 |
| 100 | $          300.00 | $                      400.00 |
| 50 | $          100.00 | $                      100.00 |

**\* The cumulative bonus reflects the total bonuses paid according to column A. Column B is only for illustrative purposes – those are not the amounts paid. The amounts paid are stated in column A.**

**\*\* For purposes of this table, subscribers who renew for a second year count toward the total subscribers.**

Renewal subscriptions are not new subscriptions, thus bonuses are not paid for renewal subscriptions, only new subscriptions.

A new subscription is any first time purchase by an unique individual, and for that individual, who has never purchased from SKILLDEVELOPMENTCOACH.COM before (subject to the terms and conditions herein).

A subscriber who cancels is not eligible as a new subscriber should they decide to renew.

Bonuses in Column A only get paid once. Once a bonus in Column A is paid, it is not paid again.

Bonuses in Column B are illustrative, and are not paid – what is paid is what is in Column A, so long as it meets the conditions as described. The tier determines what Column A bonus gets paid, as follows.

Bonuses don’t get paid on affiliate sales (they are not counted as new subscribers).

1). Bonus amounts explained.

As soon as the salesperson gets 50 subscribers, the salesperson receives the bonus ($100). As soon as he gets the 100 subscribers he receives the 100 tier bonus ($300). If, for example, he sold one account, which registered 100 subscribers simultaneously (e.g., a purchase by an organization, which prepays for 100 subscribers), in the initial sale, he would get two bonuses, one for the fifty subscriber level, and one for the 100 subscriber level.

Once a level is reached and the bonus is paid, that level no longer earns another bonus. In other words, as soon as a tier (e.g., 50, 100…) is reached, no additional (or repeated) bonus will be paid for that tier. We’ll illustrate this as follows. As soon as the salesperson gets 50 subscribers, he receives the bonus. As soon as he gets the 100 subscribers he receives the 100 tier bonus, which as we showed in the last example, would mean that the salesperson gets both a bonus for the fifty subscriber level and the hundred subscriber level, if they were sold simultaneously. However, if they are not sold simultaneously, having already reached the 100 tier level, and he were to, for example, get an additional hundred and fifty subscribers, he would reach or attain the 250 subscriber level. But because the salesperson already got paid the bonus for the 50 subscriber level and the 100 subscriber level, he would only receive the $1,500 bonus in column A (for that newly attained level). Note, his total bonus (or cumulative bonus) to date would be what is reflected in Column B, with that new additional 150 subscribers.

To illustrate another scenario, and describe what was just explained, once he sells 100 subscribers and earns the two bonuses, the sale of another fifty subscribers does not qualify for the bonus. He would have to add another 150, to take him to the next tier of 250. And he would only be paid the corresponding $1500 amount.

These amounts are subject to the satisfaction of all the other conditions in the contract to this point, and including the following.

2. Subscribers must remain active for more than three months.

3. This bonus structure applies only to subscribers who purchase one of the following service pricing plans: a) $14.95/month, b) $39.95 for three months, or c) $99.00 for the year.

IN WITNESS WHEREOF, the parties hereto have executed this contract and agreement in duplicate, the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company, duly authorized

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

Signature Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Salesperson