

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between ROI Network, LLC (Hereafter referred to as "The Company") and \_\_\_\_\_ of \_\_\_\_\_ (Hereafter referred to as "Contractor")

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, 'Contractor' will provide the following services: 'Contractor' is selling Vehicle Service Contracts (Hereafter referred to as 'VSC's') to the public on behalf of 'The Company' for an agreed upon commission.

**2. PAYMENT FOR SERVICES.** 'The Company' will pay commission only compensation to 'Contractor' for the 'VSC's' sold by 'Contractor'. Payments will be made as follows:

### **JR CLOSER COMMISSION PLAN**

Total DP Collected	Base Comm
\$0-\$2499	30%
\$2500+	35%

\*Commissions to be paid weekly one week after week of the actual sale

Example: Deals from week ending 2/10/20 to be paid 2/21/20

\*Cancellations are customers who pay their Down Payment, then cancel the policy and get a refund before you are commissioned on the sale. Cancellations will be listed on your commission report and factored into your total pay for that week

\*Post Dates are considered a payable when full Down Payment is processed

\*Split Down Payments will create future residual commission for you and you will be paid the commission for the 2nd half of the split when it is processed successfully.

Commissions will be sent by Bank Wire or Check every Friday

**3. TERM/TERMINATION.** This Agreement may be terminated by either party upon 1 days written notice to the other party.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that 'Contractor' is an independent contractor with respect to 'The Company', and there is no employer/employee relationship between the 'Contractor' and 'The Company'. 'The Company' will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of 'Contractor'. Tax liability for all federal state and local taxes shall be the responsibility of the contractor.

**5. WORK PRODUCT OWNERSHIP.** Any proprietary works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by 'Contractor' in connection with the 'VSC's' shall be the exclusive property of 'The Company'. Upon request, 'Contractor' shall sign all documents necessary to confirm or perfect the exclusive ownership of 'The Company' to the Work Product.

**6. CONFIDENTIALITY.** 'Contractor' will not at any time or in any manner, either directly or indirectly, use for the personal benefit of 'Contractor', or divulge, disclose, or communicate in any manner any information that is proprietary to 'The Company'. 'Contractor' will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, 'Contractor' will return to 'The Company' all records, notes, documentation and other items that were used, created, or controlled by 'Contractor' during the term of this Agreement.

**7. INJURIES.** 'Contractor' acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of 'Contractor' (and for the benefit of the employees of 'Contractor', if any). 'Contractor' waives any rights to recovery from 'The Company' for any injuries that 'Contractor' (and/or any employees of 'Contractor', if any) may sustain while performing services under this Agreement and that are a result of the negligence of 'Contractor' or any employees of 'Contractor', if any

**8. INDEMNIFICATION.** 'Contractor' agrees to indemnify and hold harmless 'The Company' from all claims, including but not limited to: losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against 'The Company' that result from the acts or omissions of 'Contractor' the employees of 'Contractor', if any, and any agents of 'Contractor'.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**10. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is

invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Connecticut, and the laws of The United States of America.

**13. SIGNATORIES.** This Agreement shall be signed by Justin Springer- Owner & President, ROI Network, LLC, and by 'Contractor' on behalf of him/herself. This Agreement is effective as of the date first above written.

PARTIES CONTRACTING SERVICES:

ROI Network, LLC

By: \_\_\_\_\_  
Justin Springer – Owner/President – ROI Network, LLC

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

Print Name: \_\_\_\_\_  
Independent Contractor

Date: \_\_\_\_\_