



Independent Sales Representative Agreement

This Is A Legal Agreement. Read It Carefully.

Part 1.

1.01 This is a contract between you and RWK SOCIAL here in after referred to as RWK. This agreement covers important matters about your relationship with RWK, its customers, representatives, contractors and suppliers. RWK is a social media company.

Part 2.

2.01 You are an Independent Sales Representative, (herein referred to as an ISR), and not an employee, staff, officer, partner or owner in RWK. You are responsible for your own business and risk inherent thereto. You will not be treated as an employee in regards to any laws covering employees, including but not limited to the Federal Insurance Contribution Act, Social Security Act, the Federal Unemployment Tax Act, income tax withholding at the source, or for any federal, state or local tax law. It is your responsibility to pay self-employment tax, federal, state or local income taxes or other taxes, levies, fees and licensing that is or may become due by law.

2.02 You, as an ISR, do not own any part of the RWK sales team or the customer base, which means that you must exercise considerable discretion in how you conduct your business. You may not in the name of RWK enter into any contracts, agreements, or leases or incur any liabilities or obligations, maintain any bank accounts, commingle monies or secure credit. You are responsible for your own expenses, including, but not limited to those stated in Part 2.01 above.

Part 3.

3.01 You will comply with all applicable laws, regulations, procedures and policies in the conduct of your business. You will be honest and ethical in your business activities. You will honestly and fairly describe the products and services of RWK and its representatives. Spamming or other deceptive sales practices are terminable, and any cost associated with these activities will be charged to the representative's account. You will honestly and accurately assist in the completion of the application for any product or service of RWK.

3.02 This agreement is intended to benefit you and RWK, however, you will indemnify RWK, their representatives, affiliates, partners, directors, officers, employees, suppliers and contractors against any and all harm you cause them at any time and against any claim by a third party because of harm caused by you to the third party at any time. The indemnified party may assert its rights outside of arbitration.

3.03 RWK may terminate any ISR who discredits the organization's name or violates any requirements contained in this agreement, including but not limited to RWK's policies, procedures and training manuals, or misrepresents the products and services.

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3.04 This agreement may be terminated by either party with or without cause. RWK does not intend to terminate anyone without cause, but must reserve this right to protect itself and the ISR. Upon termination of this agreement , the ISR must turn over immediatley and stop using any and all materials and supplies of RWK. Furthermore, you must promptly deliver to RWK all material that contains customer, representative or RWK information, confidential and proprietary information and all inventories that reflect the RWK name. Material and suplies includes any copies, notes, computer disks, audio, video and electronic tape or disks or other devices.

Part 4.

4.01 Any dispute arising between you and RWK, its representatives, owners, directors, employees, staff or contractors will be settled solely through good faith negotiations, or if that fails, binding arbitration. "Dispute" means any type of incident that in any way relates to your relationship to RWK, that under law may be submitted to binding arbitration, including allegation of breach of contract, personal or business injury, property damage, fraud and violation of federal, state or local statutes, rules and regulations. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A transcript of the proceedings will be made and if any court is asked to review the award, the court civil rules of evidence will apply and the Federal Arbitration Act will govern the interpretation and enforcement of this part.

Part 5.

5.01 RWK will protect confidential information because it helps their business and yours. Confidential information is non-public information pertaining to the business of RWK and is provided to you as a representative. In addition, it can be information developed by you or other RWK representative, or confidential information developed by you or other RWK representatives because it resulted from your activities as a representative for which you are being compensated. Because of the fact that you have confidential and proprietary knowledge, you agree not to compete with and circumvent any RWK company, supplier, contractor, representative or marketer, directly or indirectly. These restrictions will apply for a period of three (3) years after termination of this agreement.

5.02 This agreement will be governed by the laws of the State of Alabama. This agreement constitutes the entire agreement by and between the parties herein named. I certify that I am of legal age, and I am of sound mind, in the state of my residence to enter into and sign this agreement. If in the event a portion of this agreement herein is struck so as not to apply by a court of competent jurisdiction, only the affected portion shall be deemed struck from this agreement; the remaining portion shall be deemed in force and applicable. The agreement cannot be changed, altered or modified except in writing with the signed acceptance of all parties concerned.

5.03 My signature below serves as my agreement to be bound by the terms and conditions as set forth herein. I understand that I am not authorized to solicit (sell) any product or service that could be construed to be in competition with RWK until I receive written authorization from RWK.

RWK SOCIAL

Independent Sales Rep

Title

Title

Date

Date

Initial _____

Marketing Agreement & Incentives

As an Independent Sales Representative with RWK, you own your business. Because we at RWK are in a business relationship with you, we take the hassles and red tape out of owning your own business by allowing you to operate under the RWK umbrella with not only a great business opportunity but you own your business, which you can sell at your discretion, upon approval by RWK of buyer.

As an Independent Sales Representative, you will have your own business you operate and as long as you demonstrate performance, you will never have to consider another representative of RWK selling to your clients.

To protect the integrity of all parties concerned, ad agencies must be cleared with RWK before calling on them. The Independent Sales Representative will be paid for all ad agencies that they sell, but the ad agencies will be considered an ISR.

As an Independent Sales Representative, you will receive 20% commission on all initial orders and all reorders.

Override Opportunity. As an ISR, any ISR that you personally submit to RWK subject to approval by RWK, will earn you an additional 10 % commission of the new ISR's personally received monthly bonus commission. Ex. \$10,000 of business by new ISR – you would receive 10% commission = \$1,000.00 commission from this new ISR who is a direct submit from you. You can have as many direct submits as you choose with the same commission rates applying to each direct submit approved by RWK.

Independent Sales Representative. As an ISR you can make 20% of all your gross business also you can recruit an Independent Sales Representative who you will manage. You are responsible for the new ISR and their performance and actions. You must submit each new ISR for approval to RWK prior to any agreement made with prospective ISR.

Advancement to MSR. Upon approval of the new ISR by RWK, the ISR will advance to a Managing Sales Representative or MSR and receive commission as stated previously under Override Opportunity for submitting a new ISR.

As an MSR, you can of course sell directly to clients of which you would receive 20% commission.

Companies / Products you represent: *All RWK Social Products *AmeriQuest Platinum Program

*AmeriBest Flowers *AmeriBest Hotels *Carwash.Zone *Kashpac

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