



Techknow Training Studios

Sales Representative Agreement

(Last updated: October 2016)

This Agreement ("Agreement") is made and effective on by and between

(Sales Rep Name) _____

("Rep") and Techknow Training Studios "Company". The agreement commences on the date of the earliest signature on the last page of this document.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

- A. "Products" shall mean the Company's courses/curriculum to be sold by Rep;
- B. "Show" shall mean any Techknow Roadshow, or event that is approved by Techknow Training Studios

2. Appointment.

Company hereby appoints Rep as its sales rep for the offered courses/curriculum and Rep hereby accepts such appointment. Rep's sole authority shall be to solicit orders for the courses/curriculum in accordance with the terms of this Agreement. Rep shall not have the authority to make any commitments whatsoever on behalf of Company, and be fully responsible for keeping his or her customers duly informed of this limit on Rep's authority to make agreements on behalf of the Company with the customer.

3. General Duties.

Rep shall use its best efforts to promote the courses/curriculum and maximize the sale of said products. Rep shall also provide reasonable assistance to Company in promotional activities.

4. Reserved Rights.

Company reserves the right to solicit orders directly from and sell directly to any end users or co-op/group buyers the sales rep made contact with. Rep's task is to solicit orders from all potential customers.

5. Conflict of Interest.

Rep warrants to Company that it does not currently represent or promote any lines or products that compete with the courses/curriculum. During the term of this Agreement, Rep shall not represent, promote or otherwise try to sell any lines or products that, in Company's judgment, compete with the Products covered by this Agreement. Rep shall provide Company with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commence.

6. Independent Contractor.

Rep is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise, or (iii) allow Rep to create or assume any obligation on behalf of Company for any purpose whatsoever. Rep is not an employee of Company and is not entitled to any employee benefits. Rep shall be responsible for paying all income taxes and other taxes charged to Rep on amounts earned hereunder. All financial and other obligations associated with Rep's business are the sole responsibility of Rep.

7. Indemnification by Rep.

Rep shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasance acts of Rep, its employees or its agents.

8. Indemnification by Company.

Company shall indemnify and hold Rep free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of failure of Company to provide any products to a customer that has properly ordered through Rep.

9. Commission.

Sole Compensation. Rep's sole compensation under the terms of this Agreement shall be a commission computed as follows: 30% of all sales revenue recurring monthly. See example here:

# Monthly Sales	Monthly Sales Total	Monthly Sales Commission	Annual Commission
1	\$14.95	\$4.49	\$53.82
5	\$74.75	\$22.43	\$269.10
10	\$149.50	\$44.85	\$538.20
25	\$373.75	\$112.13	\$1,345.50
50	\$747.50	\$224.25	\$2,691.00
100	\$1,495.00	\$448.50	\$5,382.00
150	\$2,242.50	\$672.75	\$8,073.00
200	\$2,990.00	\$897.00	\$10,764.00
250	\$3,737.50	\$1,121.25	\$13,455.00
500	\$7,475.00	\$2,242.50	\$26,910.00
750	\$11,212.50	\$3,363.75	\$40,365.00
1000	\$14,950.00	\$4,485.00	\$53,820.00

Basis of Commission. The Commission shall apply to all orders solicited by Rep that have been accepted by Company.

Time of Payment. The commission on a given order shall be due and payable monthly when rep has reached \$50.00 or more in recurring revenue.

10. Sale of the Products.

Prices and Terms of Sale. Company shall provide Rep with copies of its current price lists and standard terms and conditions of sale as established from time to time. Rep shall quote to customers only those authorized prices and terms and conditions.

Quotations. Reps shall promptly furnish to Company copies of all quotations submitted to customers. Each quotation shall accurately reflect the terms of this Agreement.

Orders. All orders for the Products shall be made through the online store. All orders shall be sent directly from the customer to the Company not to the Rep for forwarding to the Company.

Credit Approval. Company shall have the sole right of credit approval or credit refusal for customers in all cases, with or without cause.

Collection. Full responsibility for collection from customers rests with Company, provided that Rep shall at Company's request assist in such collection efforts.

11. Term and Termination.

- A. **Term.** This Agreement shall commence on the earliest date of the signatures below and continue indefinitely, unless terminated.
- B. **Return of Materials.** All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within 10 days after the termination of this Agreement, Rep shall return all such items to company at Rep's expense. Rep shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Rep shall cease to use all trademarks, marks and trade name of Company.

12. Limitation of Liability.

Upon termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Rep. Company's sole liability under the terms of this Agreement shall be for any unpaid commissions.

13. Confidentiality.

Rep acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Rep agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. Rep shall not publish any technical description of the Products beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Rep of any confidential information of Company, and Rep shall not manufacture or have manufactured any devices, components or assemblies utilizing Company's patents, inventions, copyrights, knowhow or trade secrets.

14. Notices.

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized an overnight delivery service such as FedEx:

If to Company: PO Box 536, Wauchula, FL 33873

If to Rep: _____ (Name &Address)

- 15. No Waiver.** The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

16. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

17. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Florida and any dispute under this Agreement must be brought in this venue and no other.

18. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

19. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness, whereof, the parties have executed this Agreement as of the date first written below.

SALES REPRESENTATIVE:

Representative Name - Printed

Representative Name – Signature

Date

TECHKNOW TRAINING STUDIOS CORPORATE:

Techknow Training Studios Name - Printed

Techknow Training Studios Name – Signature

Techknow Training Studios Name – Position

Date

The sales rep has the right to a get a copy of this signed contract at any time. Techknow Training Studios has 10 business days to produce a copy for the sales rep. This signed document must be returned to Techknow Training Studios via fax, email, or postal mail, to be considered for approval.