

Sales Representative agreement - independent contractor

This Agreement is between onqsites, LLC, here in after referred to as OnQsites, and _____, herein after referred to as Sales Representative.

1. **Ability to Perform / Contract.** The Sales Representative is of lawful age and of sound mind, in the below named state/country/territory in which the Sales Representative is domiciled in, to enter into this Agreement which becomes effective upon acceptance by OnQsites. Upon acceptance of this Agreement, you will be a Sales Representative for OnQsites and will be eligible to participate in the selling and distribution of onQsites's products and services. The Sales Representative will service the accounts when the products are sold and assist in resolution of any customer concerns.

2. **Taxes.** The Sales Representative understands that they are an independent contractor, not an agent, employee or franchisee of onQsites and will not be treated as an employee for any purposes including that of the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, the Social Security Act and/or any State Unemployment Act(s). OnQsites shall not maintain Workers compensation or disability coverage. If a US citizen, the Sales Representative understands and agrees that the Sales Representative will pay all applicable Federal and State income taxes, self-employment taxes, local taxes and/or license fees which may be due because of the Sales Representative's activities under this Agreement.

3. The Sales Representative understands that this Agreement supersedes any and all other agreements between the parties and is the entire Agreement between onQsites and the Sales Representative. No other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by onQsites and the Sales Representative.

4. The place of origin of this Agreement is the state of South Carolina, and it shall be governed in accordance with its laws. The lawful courts of the state of South Carolina shall be the forums for the resolution of any disputes arising hereunder.

5. The Sales Representative agrees not to use onQsites's logos, trademarks, trade names, literature or any other materials in any type of advertising without the prior written approval of onQsites.

6. The Sales Representative understands that sales are a requirement but is not required to purchase goods or services. Earnings are solely from commissions on products and services sold according to the posted schedule at:

<http://onqsites.com/sales-associate-information/> which can be modified from time to time.

Commissions will be paid via PayPal within thirty (30) days after payment on invoice is received and shall be accompanied by a Statement of Commissions, attached, and as modified from time to time by OnQsites.

7. Appointed Managers may be entitled to override bonuses according to a written agreement attached to this document on the Sales Representatives they actively manage.

8. The Sales Representative indemnifies and holds harmless onQsites and the Sales Representative's manager from any claims, damages, and expenses including attorneys fees arising out of the Sales Representative's actions or conduct in violation of this Agreement.

9. The Sales Representative is not guaranteed any income, profit or success. The Sales Representative will make commissions only on products, goods and services personally sold by the Sales Representative. The Sales Representative is free to set Sales Representative's own hours and determine the Sales Representative's own location and the methods of selling within the guidelines of this agreement.

10. Using sales or recruiting materials not produced by onQsites or its suppliers is a breach of contract and may result in termination and participation in any future commissions.

11. Inaccurate information supplied or failure to keep contact information current by the Sales Representative is grounds for termination of this Agreement at the option of onQsites, who may make it void from its inception.

12. No regulatory agency ever endorses or approves any company or compensation plan and onQsites makes neither claim, nor promise to anyone.

13. The Sales Representative will make no statements, claims, representations or warranties respecting onQsites's products or services, which are not contained in official OnQsites promotional materials produced and distributed by onQsites.

14. The Sales Representative shall make no false or misleading statements concerning OnQsites, onQsites's products or services, affiliates or suppliers.

15. This Agreement may be modified from time to time to meet legal requirements and changes in economic and/or political conditions. OnQsites agrees to give thirty (30) days notice of such modification.

16. The Sales Representative understands the Policies and Procedures as well as this Agreement and will adhere to them. Any violation of this Agreement may result in termination of this Agreement at OnQsites's option.

17. In order to protect against unauthorized promises, which cannot be fulfilled, onQsites shall have the absolute right, at OnQsites's discretion:

(A) To refuse to accept any orders or services procured through the Sales Representative and to refuse to except providing of service as described herein.

(B) To make any allowances or adjustments to orders and service.

(C) OnQsites shall notify the Sales Representative in writing of such refusals, allowances or adjustments.

18. Restrictions on products. The Sales Representative shall sell, on behalf of OnQsites or when representing their self as a representative of OnQsites only those products and/or services as approved by OnQsites.

19. Expenses. The Sales Representative shall be responsible for all expenses incurred by the Sales Representative in performance of their duties unless otherwise set forth in writing between the parties.

20. Duration of Agreement. This Agreement shall continue until terminated by either party upon thirty (30) days written notice to the other. Sixty (60) days of consecutive inactivity by Sales Representative may result in termination by OnQsites at OnQsites's option. Activity is measured by at least one new Client product sale. Upon notice being given to terminate, the parties shall act in a positive, professional and favorable manner towards the patrons, and each other and neither shall take any actions to decrease productivity.

21. Trade secrets. Accordingly, the Sales Representative recognizes and acknowledges that it is essential to OnQsites to protect the confidentiality of such trade information:

(A) With Respect to the OnQsites's special business techniques, analyses of the market, forms, software programs, list of patrons, and all other information regarding manufacture or distribution of products, the Sales Representative acknowledges that all of such information:

(1) Belongs to onQsites.

(2) Constitutes specialized and highly confidential information and not generally known in the industry.

(3) Constitute trade secrets of OnQsites.

(B) The Sales Representative thus agrees to act as a trustee of such information and of any other confidential information that they acquire in connection with their association with onqsites.

(C) During the term hereof, and for thirty-six (36) months thereafter, the Sales Representative shall not disclose such information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge or unless the Sales Representative is required to disclose it by lawful judicial process.

22. Agreement not to compete. OnQsites has retained the Sales Representative only for the purpose set forth in this Agreement, and their relationship to onQsites is that of an independent contractor. During the term hereof, the Sales Representative shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor, which competes with onQsites in the sale of such products as onQsites maintains or may add to his product lines and services during the term of this Agreement and for six (6) months following termination of this Agreement.

23. Restrictive covenant:

(A) For a period of six (6) months after the expiration or termination of this Agreement for any reason, whether with or without cause, or for a period of time to the length of involvement the Sales Representative will not, directly or indirectly, contact any then-existing client of onQsites for any purpose of selling like or similar product lines or services on behalf of Sales Representative or any other person, firm, company, or corporation.

(B) The parties acknowledge that they have attempted to limit the Sales Representative's right to compete only to the extent necessary to protect onQsites from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a lawful court may modify and enforce the covenant to be responsible under the circumstances existing at the time.

(C) The Sales Representative further acknowledges that:

(1) In the event that their relationship with onQsites terminates for any reason, they will be able to earn a livelihood without violation of the foregoing restrictions.

(2) That the Sales Representative's ability to earn a livelihood without violation of such restrictions is a material condition to their retention by onQsites.

24. Warranty against prior existing restrictions. The Sales Representative represents and warrants to onQsites that they are not a party to any agreement containing a non-competition clause or other restriction with respect to:

(A) The services that the Sales Representative is required to perform hereunder.

(B) The use or disclosure of any information directly or indirectly relating to onQsites's business, or the services the Sales Representative is required to render pursuant hereto.

25. Internet web site and Email marketing. OnQsites has zero tolerance toward any Sales Representatives associated with Spam. The accounts of Sales Representatives associated with Spam are immediately terminated as soon as the violation is verified, with a cancellation of any pending monies or commissions owed. OnQsites will immediately terminate any Sales Representative account, which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam or other unsolicited bulk Email.

(A) Sales Representative agrees to receive Email from OnQsites, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

(B) For the purpose of this agreement SPAM is defined as Emailing ANYONE, in bulk or by single mailing, about OnQsites, OnQsites products or services, who has not specifically requested the information directly from Sales Representative. OnQsites considers ANY type of advertisement about OnQsites, OnQsites's products or services, posted to a Newsgroup or Chat Room, in violation of their posting rules, to be Spam.

(C) Sales Representative agrees to comply with all U.S. State and Federal Spam laws, including but not limited to the Federal CAN-SPAM Act.

(D) Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated then you as Sales Representative agree to pay OnQsites liquidated damages of \$500 for each piece of Spam or unsolicited Email transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent such actual damages can be reasonably calculated.

(E) Sales Representative is solely responsible for ensuring that their Sales Representative Link is set up properly to have sales tracked and recorded to qualify for commissions. OnQsites is not responsible for the failure to assign any sale or commissions to Sales Representative if the same results from the improper formatting of any Sales Representative links.

(F) OnQsites will only pay commissions on sales that are tracked through our tracking system and indicate Sales Representative as the source of the visit to onQsites's web sites and from direct sales forms and orders receive from Sales Representative. Sales Representative has no right to commissions if a buyer later returns to onQsites site through another Sales Representative link, source or application and makes a purchase.

26. Prohibition against assignment. The Sales Representative agrees, for the Sales Representative and on behalf of the Sales Representative's successors, heirs, executors, administrators, and any person or persons claiming under the Sales Representative of virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, or similar process. Any such attempt to do so, contrary to the terms hereof shall be null and void and shall relieve onQsites of any and all obligations or liability hereunder.

27. Sever-ability. If any provision, paragraph, or subparagraph of this Agreement is adjudged by any lawful court to be void or unenforceable, in whole or in part, such adjunction shall not be deemed to affect the validity of the remainder of this Agreement. Any other provision and paragraph is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

28. Rights upon termination. Upon the expiration of this Agreement for any reason, whether with or without cause, the Sales Representative shall be entitled only to accrued commissions on those services already accepted by onQsites prior to the effective date thereof and or any reoccurring or residual commission received prior to the effective date thereof. Such accrued commissions shall be paid to the Sales Representative within thirty (30) days of onQsites's receipt of the applicable invoice amounts.

29. Binding effect. This Agreement shall be binding upon, and insure to the benefit of, onQsites, LLC.

30. Headings. The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

31. OnQsites reserves all rights not expressly granted herein.

32. **Notice.** All notices shall be given in writing and sent by electronic mail and certified mail, return receipt requested,

and shall be posted to: **OnQsites : 1335 44th Ave North Ste 204 Myrtle Beach SC, 29577**

Voice Mail #: 866.701.2067 | FAX #: 888.471.8775 | Email: info@onQsites.com

Sales Representative: Full Name:

Mailing Location:

Phone: _____ FAX: _____ Mobile: _____

E-mail / PayPal account: _____@_____

33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

34. OnQsites may terminate this Agreement for cause upon twenty-four (24) hours written notice to the Sales Representative. For cause shall be defined as the Sales Representative's violation of this Agreement, inactivity, or acting in a manner which may cause damage to the business reputation of onQsites or in a manner which is in violation of God's Law and/or local, state and federal laws or regulations.

35. **It is the sole responsibility of the Sales Representative to keep all contact information current!**

Sales Representative's Signature:

Agreed and excepted to this _____ day of the month of _____ in the year _____

Social Security Number Disclosure/Waiver Form

I understand the only purpose of this form is to satisfy the tax filing requirements of onqsites, llc. in the event my commission payments exceed \$600.00 USD over the course of any calendar year. I further understand this information will not be used for any purpose other than as an attachment to form 1099-MISC and disclosed only to the Internal Revenue Service of the UNITED STATES OF AMERICA.

Please type or print legibly

Name/Entity: _____

Mailing Location: _____

City: _____ State: _____ Postal Code: _____

- 1 I am a US Citizen or Entity, my SSN/TIN is (1099-MISC form only will be submitted to the IRS)
- 2 I have bona fide religious or privacy objections to revealing my SSN (a 1099-MISC and this Waiver will be submitted to the IRS)
- 3 I am not a US Citizen and have never been issued a Social Security Number (a 1099-MISC and this Waiver will be submitted to the IRS)
- 4 Other (a 1099-MISC and this Waiver will be submitted to the IRS):

I hereby certify the information provided is true and correct.

Signature: _____

Date: _____