



INDEPENDENT REPRESENTATIVE AGREEMENT

THIS AGREEMENT, made effective the ____ day of _____ 20__ by and between **eEmployers Solutions, Inc.**, a **Texas Corporation**, and all related entities, hereinafter referred to as the “Company,” and _____ a _____, hereinafter referred to as “Representative.”

WHEREAS, the Company is a Professional Employer Organization (PEO) and is licensed as an Employee Leasing Company providing employee staff leasing services to prospective Customers, as hereinafter defined; and

WHEREAS, Representative is in the business of selling and marketing Professional Employer Organization services and is desirous of soliciting new Customers for the Company.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions, each of the parties agrees as follows:

Definitions: The term “Customer” shall mean any business to which Representative sells the services or products of the Company and/or who has been induced to lease its employees from the Company, and/or which purchases other services from the Company. The term “Commissions” shall be those monies paid to Representative for Customers procured by the efforts of Representative and registered with the Company in writing by Representative.

Term and Termination: This Agreement shall continue in effect from the date of execution hereof and may be terminated with or without cause by either party by serving 60 day written notice to the other party.

Services by Representative: Representative agrees to prospect and solicit new Customers for the Company. This Agreement recognizes that the Company is concerned with the results of Representative’s efforts, i.e., the sale of employee services, and in that regard the manner and method of achieving that goal lies within the sound discretion of the Representative.

Commission: Representative shall represent the Company on a commission basis, it being agreed that Representative shall be regarded as an independent contractor and not an employee of the Company. Representative shall receive a commission determined by the gross payroll for each active Customer. Commission shall be payable monthly as long as the Customer processes payroll. Said Commission shall be defined as **1%** of each Customer’s gross payroll, for employees leased from the Company. The Company reserves the right to negotiate with the Representative and agree on a modified commission rate adjustment in those rare cases where competitive issues may require a slight reduction (or increase) in the administrative fee schedule. The Representative will agree to any deviation from the original rate percentage defined above prior to a Customer agreement being signed. The Company hereby agrees to provide to Representative a monthly commission statement containing a full



accounting of all payroll activities and Commissions on a per Customer basis. Commissions shall be paid to Representative for as long as said Customers continue to use the Company's services. The Company reserves the right to reduce the Representative's commission rate by fifty percent if the Representative fails to provide any new or additional Customer business to the Company after a two-year period from the time the last Customer was assigned to Company.

All Commissions shall be paid to Representative by the 10th day of the month for the total Customer payroll and fees collected for the previous month. The Commission payment shall be delivered via First Class U.S. Mail or by other mutually agreed method of payment transmission. Company shall continue to remit the Commissions as previously mentioned at all times while the Customer continues to lease its employees from the Company. In the event of any dispute, Representative shall be entitled to review the Company payroll records of Customers brought to the Company by Representative to confirm the accuracy of such reports, at the expense of Representative, who shall keep all such information confidential.

Independent Contractor: The parties agree and it is their intent that Representative shall be an independent contractor and not an agent, servant or employee of the Company.

Representative's own employees to perform any facet of work herein described or to assist Representative in performing said work best perform any secretarial, clerical, or sales assistance that Representative deems necessary. If Representative decides to utilize the labor force of any other person(s), no such person(s) shall be considered an employee of the Company for any purpose or at any time.

Grant: Company hereby grants unto Representative, the non-exclusive right, license, and authority to sell, market, and advertise the services and products of the Company to any and all specific prospective Customers in any and all states.

The Company hereby grants onto Representative, the non-exclusive right, license, and authority, without geographic restriction, to sell or market the services and products of the Company to association programs, and/or homogeneous or vertical marketing programs, hereinafter referred to as Special Marketing Programs, that are acceptable to the Company with approved marketing material.

Representative is authorized by the Company to recruit Sub-Agents. The Company hereby agrees that Representative shall be responsible for recruiting, training and assisting Sub-Agents in direct sales effort as well as processing all prospective Customer quote submissions from Sub-Agents. The Company acknowledges and agrees that Representative has a legitimate interest in the Customers, prospective Customers, Special Marketing Programs, and Sub-Agents that are submitted or referred by Representative, Representative's customers or its agents to the Company and, therefore, the Company agrees not to directly or indirectly circumvent Representative's endeavors to procure or solicit Customers, prospective Customers, Special Marketing Programs, and Sub-Agents of Representative. The Company agrees to allow "a



carve-out" for medical benefits by the Representative in those cases where it would be beneficial to the Customer without a written agreement from the Company.

Sales Approach: The Company agrees to provide Representative with any orientation concerning the Company's business, and with examples of sales techniques and marketing procedures. Representative shall be free to carry on his solicitation on behalf of the Company at such times and at such locations in the agreed areas as Representative chooses to do so during any particular day or week. Representative is under no obligation to travel to the Company's business facilities in performing duties pursuant to this Agreement. Representative agrees to use reasonable business judgment and practices in its representation of the Company.

Travel, Materials, Supplies, and Equipment: The Company will supply sales materials and supplies for Representative's use in the form of brochures and articles where available. Representative shall supply all other materials, supplies, and equipment utilized by Representative at Representative's own expense.

If Representative chooses to travel in the performance of this Agreement, Representative agrees that he, and not the Company, is responsible for all costs and expenses of said travel, including, but not limited to: tickets, hotel stays, rentals, personal vehicle, repairs, maintenance, license and registration fees, insurance, and any and all other cost and expenses related to travel. Representative is not required to utilize any mode of travel in performance pursuant to this Agreement.

The Company agrees to provide to the Customers valid certificates of insurance evidencing workers' compensation insurance with an admitted insurance carrier, upon request. Company agrees to provide currently valued workers' compensation claims and loss history reports to the Customers upon request.

Indemnification: Each party ("Indemnifying Party") will promptly defend, indemnify and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this Agreement.

Proprietary and Confidential Information: Both the Company and Representative will have access to and become familiar with proprietary information of the other party constituting trade secrets including, but not limited to, technical information, expertise, names and addresses of clients, names and addresses of workers, financial records, and other information owned by and regularly used in the business of the Company and Representative. The Company and Representative hereby agree that they will not disclose any of the previously mentioned proprietary information directly or indirectly to any person or entity or use it in any way other than to further the purpose of this Agreement.



Compliance with Laws: Each party agrees to comply with all applicable laws, rules, and regulations, to maintain proper licenses and to maintain errors and omissions insurance covering its respective activities hereunder. Each party agrees to provide the other party with copies of licenses and evidence of insurance upon request.

General Provisions:

- a. Attorney Fees and Cost:** If any action at law or in equity is necessary to enforce or interpret any of the rights or obligations hereunder this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
- b. Legal Construction:** In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- c. Modification and Waiver:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement with the approval of the Company. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature or of any other nature or kind.
- d. Notices:** Any notices to be given under this Agreement by either party to the other may be affected to the other by personal delivery, in writing or by mail, registered, or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the address appearing in this Agreement but either party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of postmark date. The names and addresses of the parties are:



To Company:

To Representative:

Corey Hookstra, President
12211 Huebner Road
San Antonio, Texas 78230
p: 210.495.1171 X152
e: chookstra@eESlpeo.com

e. Law and Governing Agreement: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

f. Assignment: Neither party shall assign this Agreement to a third party without first informing the other Party. Both Parties agree that the terms and conditions of this Agreement shall be binding upon the heirs, successors, and/or assigns.

g. Entirety of Agreement: This Agreement supersedes all other agreements either oral or written, between the parties to this Agreement, with respect to the obligations contained herein and contains all the covenants and agreements between the parties with respect to such Agreement.

In Witness Whereof, this Agreement has been executed by the undersigned parties on the date first mentioned above.

Company:

Representative:

eEmployers Solutions, Inc.

FEIN: _____

by: _____
Terry Hookstra
for the Company

by: _____

