
Sales Agent Commission Agreement

THIS AGREEMENT is made on the ___day of _____ 2015_ between _____, a _____ corporation with office at located at _____ hereinafter referred to as "Contractor", and HireContractor.com (a subsidiary of Hi-Caliber IT Solutions) a NJ corporation with headquarters located at 15 Corporate Place South, Suite 130, Somerset, NJ 08854 hereinafter referred to as "Sales Agent" or "Agent".

WHEREAS, Contractor is engaged in providing contract services and WHEREAS, Sales Agent is engaged in the marketing and sale of Contractor's services in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS

1.1 "Services" initially shall mean those services provided by the contractor as listed in Exhibit A attached hereto and any such additional services that Contractor may provide in future. Services may be changed, discontinued, or added by mutual agreement of the Parties. Sales Agent shall have the right of first refusal to represent any additional services, including services upgrades and modifications, represented, sold, or marketed by Contractor.

1.2 "Territory" means the geographic areas serviced by the Contractor and supported by Sales Agent.

2. APPOINTMENT AND AUTHORITY OF SALES AGENT

2.1 Exclusive Sales Agent. Subject to the terms and conditions herein, Contractor may appoint Sales Agent as the exclusive agent for the services in the Territory, and Sales Agent accepts such appointment.

2.2 Independent Contractors. The relationship of Contractor and Sales Agent established by this Agreement is that of 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, or (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking, or (iii) allow Sales Agent to create or assume any obligation on behalf of Contractor for any purpose whatsoever. All financial and other obligations associated with Contractor's business are the sole responsibility of Contractor. Contractor shall be responsible for all of its services and actions, and shall indemnify and hold Sales Agent free and harmless from, any and all claims, damages or lawsuits (including Sales Agent's attorneys' fees) arising solely out of the acts of Contractor, its employees or its agents.

3. COMMISSION

3.1 Sole Compensation. Sales Agent's sole compensation under the terms of this agreement shall be a **5%** commission ("Commission") based on the net sales of all services ordered, delivered for each and every project or job procured from the client/customer provided by the Sales Agent to the Contractor. A \$50 non-refundable deposit is required.

3.2 Basis of Commission. The Commission shall apply to all projects, work orders, jobs generated from clients submitted by Sales Agent. Commissions shall be computed on the net sales amount invoiced by Contractor to the customer, provided no commission shall be paid with respect to charges for handling, freight, taxes, C.O.D. charges, insurance, tariffs and duties, cash and trade discounts, rebates, amounts allowed or credited for returns and the like. Contractor shall pay a commission for all the amounts received from the customer even without invoicing including deposits and progressive payments throughout the execution of the project.

3.3 Payment. Commissions shall be paid in United States dollars and shall be subject to all applicable governmental laws, regulations and rulings, including the withholding of federal, state, city and local taxes.

3.4. Time of Payment. The Commission for a given order shall be earned by Sales Agent based on the invoices sent to the customer. If no such invoices are generated, then Contractor shall pay the commission on the payment received. The Commission on a given order shall be due and payable ten (10) days after the end of the calendar month in which Contractor invoices and ships that order.

3.6. Monthly Statements. Contractor shall submit to Sales Agent monthly statements of the commissions due and payable to Sales Agent under the terms of this Agreement, with reference to the specific invoices submitted to the client referred by the Sales Agent.

4. SALE OF THE SERVICES

4.1 Prices and Terms of Sale. Contractor shall provide Sales Agent with copies of its current price lists, its delivery schedules, and its standard terms and conditions of sale, as established from time to time. Sales Agent shall quote to customers only those authorized prices, delivery schedules, and terms and conditions, and shall have no authority to quote or offer any discount to such prices or change any such terms and conditions, without the consent of Contractor. Contractor may change the prices, delivery schedules, and terms and conditions, provided that it gives Sales Agent at least thirty (30) days prior written notice of any changes; however, such changes shall not affect any existing contacts or pricing agreements. Each order for a Service shall be governed by the prices, delivery schedules, and terms and conditions in effect at the time the order is accepted, and all quotations by Sales Agent shall contain a statement to that effect.

4.2 Quotations. Contractor shall furnish to Sales Agent copies of all quotations, invoices submitted to customers.

4.3 Orders. All orders for the service shall be in writing, and the original shall be submitted to contractor. Contractor shall promptly furnish to Sales Agent informational copies of all commissionable job orders, invoices sent to customers either paid or unpaid.

4.4 Acceptance. All orders obtained by Sales Agent shall be subject to acceptance by Contractor at its principal office currently located at the address listed for Contractor at the beginning of this Agreement, and all quotations by Sales Agent shall contain a statement to that effect. Sales Agent shall have no authority to make any acceptance or delivery commitments to customers. Contractor specifically reserves the right to reject any order or any part thereof for any reasonable reason. Contractor shall send copies to Sales Agent of any written acceptances on commissionable orders.

4.5 Credit Approval. Contractor shall have the sole right of credit approval or credit refusal for its customers in all cases.

4.6 Collection. Contractor agrees that it has full responsibility for all collections of any accounts receivable from the customer.

4.7 Inquiries from Outside the Territory. Sales Agent shall promptly submit to Contractor, for Contractor's attention and handling, the originals of all inquiries received by Sales Agent from customers outside the Territory.

4.8 Services Delivery. Contractor shall be responsible for its delay or failure to deliver accepted jobs or work orders.

5. OBLIGATIONS OF SALES AGENT

5.1 Source leads. Sales agent will attempt to source project or job leads from customers and provide them to Contractors as they are available in the specific area and category. Sales agent will try to verify the lead information with the customers through email and phone channels, but does not guarantee that the lead will turn into a project. Sales agent is not responsible for the quality of the lead provided.

5.2 Provide Customer details. Sales Agent is only responsible for providing the lead details to the Contractor including the customer name, phone number, street address, city, state, zip code. Project description will be provided to the Contractor as the Sales Agent receives it from the customer. Sales agent is not responsible for any incorrect information provided.

5.3 Refunds. Sales Agent will not provide any refunds for any amounts paid by the Contractor to the Sales Agents as commissions or other compensation.

6. OBLIGATIONS OF CONTRACTOR

6.1 License. Contractor shall be responsible for obtaining any required licenses and permits to perform the services being delivered in the United States.

6.2 Insurance. Contractor shall be responsible for obtaining required insurance like general liability, automobile, fraud protection and workers compensations to support its operations and services in the United States.

6.3 Materials. Contractor shall provide Sales Agent with marketing and technical information concerning the services as well as reasonable quantities of brochures, instructional material, advertising literature, demonstration service samples, and other service data at no charge.

6.4 Telephone Marketing and Technical and Sales Support. Contractor shall provide a reasonable level of telephone marketing and technical support to Sales Agent and its Sales Agent s. Contractor shall use its best efforts to support Sales Agent's sales and marketing activities.

6.5 Delivery Time. Contractor shall use its best efforts to fulfill service delivery obligations on all jobs and work orders as committed in acceptances.

6.6 New Developments. Contractor shall promptly inform Sales Agent of new services developments relating to the services provided by the Contractor including any delays and backlogs.

6.7 Customer Service. Contractor shall diligently assist its customers' personnel in using the services and shall perform such additional customer services as good salesmanship requires and as Contractor may reasonably request.

6.8 Expense of Doing Business and Service Delivery. Contractor shall bear the entire cost and expense of conducting its business, delivering projects, services including materials as required for each project, job or work order.

6.9 Representations. Contractor shall not make any false or misleading representations to customers or others regarding Contractor or the services. Sales Agent shall not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the services that are not consistent with Contractor's documentation of the services or Contractor's literature describing the services.

6.10 Services Complaints. Contractor shall promptly investigate and monitor all customer and/or regulatory complaints and/or correspondence concerning the delivery of the services to customers. Contractor is solely responsible for the services and Sales Agent is not involved in the service delivery any form or way.

6.11 Facilities. Sales Agent shall provide itself with, and be solely responsible for, (i) such facilities, employees, and business organization, and (ii) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as it deems necessary for the conduct of its business operations in accordance with this Agreement.

6.12 Accounting. Contractor shall, at its own expense, and in a manner consistent with the accounting policies of the Contractor maintain accounting for all the financial activities including invoices submitted and payments received from the customers.

6.13 Sales Reporting. Contractor shall report to Sales Agent all financial information including contractors signed, change orders, invoices submitted, payments received related to the projects referred by the Sales Agent.

6.14 Commission payment. Contractor is responsible for making prompt payments to Sales Agents for all invoices submitted, payments received related to the projects referred by the Sales Agent.

6.15. Inspection of Records. Sales Agent shall have the right, at its own expense and not more than once in any twelve (12) month period, to authorize Sales Agent's independent auditors to inspect, at reasonable times during Contractor's ordinary business hours, Contractor's relevant accounting records to verify the accuracy of invoices generated, paid by the customer along with commissions paid by Contractor hereunder.

7. TRADEMARKS

During the term of this Agreement, Sales Agent shall have the right to indicate to the public that it is an authorized Sales Agent of the services and to advertise (within the Territory) such services under the trademarks, marks, and trade names that Contractor may adopt from time to time ("Trademarks"). Sales Agent shall not alter or remove any Trademark applied to the services. Except as set forth in this Article 7, nothing contained in this Agreement shall grant to Sales Agent any right, title or interest in the Trademarks.

8. CONFIDENTIAL INFORMATION

Sales Agent acknowledges that by reason of its relationship to Contractor hereunder it will have access to certain information and materials concerning Contractor's technology, and services that are confidential and of substantial value to Contractor, which value would be impaired if such information were disclosed to third parties. Sales Agent agrees that it will 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 in written or other tangible form or orally, identified as confidential, by Contractor without the prior written consent of Contractor. Sales Agent shall take every reasonable precaution to protect the confidentiality of such information. Upon request by Sales Agent, Contractor shall advise whether or not it considers any particular information or materials to be confidential. In the event of termination of this Agreement, there shall be no use or disclosure by Sales Agent of any confidential information of Contractor, and Sales Agent shall not manufacture or have manufactured any devices, components or assemblies utilizing any of Contractor's confidential information. This section shall not apply to any confidential information which is or becomes generally known and available in the public domain through no fault of Sales Agent.

9. INDEMNIFICATION

The Contractor shall be solely responsible for the design, development, supply, production and performance of its services and the protection of its trade names and patents. The Contractor agrees to indemnify, hold the Sales Agent harmless against and pay all losses, costs, damages or expenses, whatsoever, including counsel fees, which the Sales Agent may sustain or incur on account of infringement or alleged infringements of patents, trademarks or trade names resulting from the sale of the Contractor's services, or arising on account of warranty claims, negligence claims, services liability claims or similar claims by third parties. The Sales Agent shall promptly deliver to the Contractor any notices or papers served upon it in any proceeding covered by this Indemnification Agreement, and the Contractor shall defend such litigation at its expense. The Sales Agent shall, however, have the right to participate in the defense at its own expense unless there is a conflict of interest, in which case, the Sales Agent shall indemnify the Contractor for the expenses of such defense including counsel fees. The Contractor shall provide the Sales Agent with a certificate of insurance evidencing the Sales Agent as an additional insured on the Contractor's services liability insurance policy. This provision shall survive and remain in full force and effect after the termination or nonrenewal of this Agreement.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in full force and effect for a period of three years from the date above, unless terminated earlier under the provisions of this Agreement. Thereafter, this Agreement shall be renewed automatically for successive additional three year terms under the same terms and conditions unless either party chooses not to continue the relationship and provides written notice 180 days prior to the natural expiration of the existing three-year term.

10.2 Termination. This Agreement may be terminated:

10.2.1. By Sales Agent if Contractor fails to deliver the services as agreed upon for each project.

10.2.2. By either party if the other party becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has had filed for an involuntary petition in bankruptcy (unless such involuntary petition is withdrawn or dismissed within ten days after filing) in which event termination may be immediate upon notice; or 10.2.3 By either party if the other party fails to cure any breach of a material covenant, commitment or obligation under this Agreement, within 45 days after receipt of written notice specifically setting forth the breach from the other party; or

10.2.4 By either party if the other party is convicted or pleads to a crime or an act of fraud that materially impacts on its performance or its fiduciary duties hereunder, in which event termination may be immediate upon notice.

10.3 Return of Materials. All Confidential Information and other property belonging to Sales Agent shall remain the property of Sales Agent and will be immediately returned by Contractor upon termination. Contractor shall not make or retain any copies of any Confidential Information that may have been entrusted to it.

11. MISCELLANEOUS

11.1 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given three (3) days after deposit in the mail.

11.2 Assignment. The parties may not assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns including purchasers of their assets constituting a bulk sale pursuant to the provisions of the "Uniform Commercial Code."

11.3 Compliance with Law. Contractor and Sales Agent agree that they will comply with all governmental laws, regulations and requirements applicable to the duties conducted hereunder and applicable medical devices, including, without limitation, the federal Stark law, federal false claims act, federal anti-kickback statute, federal Health Insurance Portability and Accountability Act provisions, federal civil monetary penalties statute, and similar laws; and will keep accurate records of consigned inventory. Contractor represents and warrants that at present and during the term of the Agreement they and their owners, principals, employees and/or contractors (1) have not been and will not be sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (2) have not been and will not be convicted of violating the federal Stark law, federal false claims act, federal anti-kickback statute, federal Health Insurance Portability and Accountability Act provisions, federal civil monetary penalties statute, or similar state laws; (3) have not been and will not be debarred, excluded or suspended from participation in any federal or state health care program; (4) have not had and will not have a complaint filed against Contractor by any enforcement agency; (5) have not engaged and will not engage in any conduct that could give rise to sanctions, convictions, or violations of any of the identified laws; and (6) are free to enter into this relationship and that by doing so, are not violating and will not violate any agreement or understanding, written or unwritten, with any third party. Contractor represents and warrants that it shall have in effect at

all times during the Initial Term and any Renewal Terms of this Agreement all licenses, permits, and authorizations from all federal, state, and local authorities necessary to the performance of their obligations under this Agreement and all necessary authorization to enter customer premises in their Territory where such access is necessary. Contractor represent and warrant that during the term of this Agreement neither they nor any of their individual owners, principals, employees and/or contractors shall not talk negatively about Company or provide any information that will hurt the Sales Agent either financially or morally or materially." For purposes of this Agreement, "immediate family member" means husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of grandparent or grandchild.

11.4 Property Rights. Sales Agent agrees that Contractor owns all right, title, and interest in the services provided by the contractor that include all of Contractor's patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the services. The use by Sales Agent of any of these property rights is authorized only for the purposes herein set forth for marketing Contractor's profile to gain more business, and upon termination of this Agreement for any reason such authorization shall cease.

11.5 Severability. If any provision(s) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be valid and enforceable and the parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly affects the parties' intent in entering into this Agreement.

11.6 Modification; Waiver. This Agreement may not be altered, amended or modified in any way except by a writing signed by both parties. The failure of a party to enforce any provision of the Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

11.7 Entire Agreement. This Agreement and the exhibits hereto represent and constitute the entire agreement between the parties, supersede and merge all prior negotiations, agreements and understandings, oral or written, with respect to any and all matters between the Sales Agent and Contractor.

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

_____ I agree that I will call the customer and connect with them within 24 hours

Contractor

Sales Agent

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

License# _____

FEIN#/SSN# _____