

## INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as “Digital Marketing Consultant”) For DeWitt’s Media, Inc.

This Agreement entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between DEWITT’S MEDIA, INC (hereinafter referred to as “the Company”) and \_\_\_\_\_

(hereinafter referred to as “Digital Marketing Consultant”) shall remain in effect from this date until terminated by either party.

### The parties agree that:

#### **1. STATEMENT OF CONTRACTOR**

Effective this date, the Company acknowledges that the Digital Marketing Consultant as an authorized sales representative for the products and services of the Company. The Digital Marketing Consultant acknowledges that he/she will be viewed as an independent contractor. The Company will not be responsible for filing or paying any local, federal, or state taxes.

#### **2. DUTIES OF DIGITAL MARKETING CONSULTANT**

Digital Marketing Consultant will carry out the customary duties of a sales representative. This includes, but is not limited to, solicitation of new clients and conducting marketing/promotional efforts in accordance with guidelines established by Company.

Digital Marketing Consultants who are deemed by Company to not be actively marketing Company’s products and services, will lose their authorized Digital Marketing Consultant status and may be compensated in accordance with the currently in-place commission policies for Digital Marketing Consultants.

Under no circumstances will a Digital Marketing Consultant accept payment for services directly from client unless approved. All administrative and back-office functions, including billing, shall be the sole responsibility of Company. Digital Marketing Consultant may be requested to assist in remedying a situation which has caused a client account to become delinquent

#### **3. SALES COMMISSIONS**

Company will pay Digital Marketing Consultant who is verified to be the procuring cause of a sale, sales commission in accordance with the Digital Marketing Consultant commission plan will be paid on new and prior sales (residual compensation) provided the consultant is an authorized representative in good standing. Residual payments begin upon client moving into month 3. For example, client signs on Jan 1<sup>st</sup>, 2020 (paid in full) consultant will be paid the residual on March 1<sup>st</sup>, 2020; thereon after every 30 days as long as client account is currently active, client has paid, Digital Marketing Consultant is active, and Digital Marketing Consultant hit the unit quota of 5.

#### **4. DURATION OF AGREEMENT; TERMINATION**

The Digital Marketing Consultant or Company may terminate this Agreement by providing an email or written notification to other party at any given time. The Company reserves the right to immediately terminate this agreement if Digital Marketing Consultant willfully -- in the sole opinion of

Company -- misrepresents the product or its capabilities, or otherwise violates established company policies.

#### **5. NON-DISCLOSURE OF TRADE SECRETS**

Digital Marketing Consultant recognizes and acknowledges that information that is furnished concerning the Company's services, customers, supplier relationships and other confidential matters constitutes a valuable and unique trade asset of the Company. Accordingly, Digital Marketing Consultant will not, during or after the term of this Agreement, disclose any such information or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the written permission of the Company.

#### **6. SALES QUOTA**

Digital Marketing Consultant understands that if the sales quota of 10 units per month equivalent to approximately \$1,000 a month in sales is not met for 2 consecutive months. The Digital Marketing Consultant will be placed on a performance notification with possible contract termination. Consultant must reach at least 5 units per month for residuals to be paid out. For any month where Consultant has 5 or less units, there will be no residuals paid that month. Digital Marketing Consultant must reach 5 units each month before residuals are paid out.

#### **7. RESIDUAL COMISSIONS**

Digital Marketing Consultant recognizes and acknowledges that if for any reason they are terminated or wish to end their relationship with Company. Digital Marketing Consultant will lose all future recurring residual commissions as the Digital Marketing Consultant will no longer be considered a "Consultant" or "Partner" for the company.

#### **8. NON-COMPETITION**

For the entire duration of this agreement, and for 6 months after Company relationship with the Digital Marketing Consultant has been terminated for any reason, the Digital Marketing Consultant will not work as a Consultant, officer, director, partner, consultant, agent, owner or engage in any other capacity with our clients. This means that Consultant must not perform any work for DEWITT'S MEDIA, INC clients for up to 6 months after relationship.

Digital Marketing Consultant's Initial \_\_\_\_\_

Company's Initial \_\_\_\_\_

**9. DIGITAL MARKETING CONSULTANT ACKNOWLEDGEMENTS**

The Digital Marketing Consultant acknowledges that they have been provided with the opportunity to negotiate this agreement, have had the opportunity to seek legal counsel before signing this agreement, and that the restrictions imposed are fair and necessary for the Company's business interests. Finally, the Consultant agrees that these restrictions are reasonable and do not constitute a threat to their livelihood.

**10. WEEKLY CONSULTING**

Digital Marketing Consultant recognizes and acknowledges that we will provide he/she with weekly free consultations to help them succeed. Our weekly consultations are designed to help the consultant increase their sales based on what we know is working in the market.

**11. ONBOARDING FEE COMISSION**

Digital Marketing Consultant recognizes and acknowledges that to be eligible for the 100 percent onboarding fee payout that he/she must complete the 60-day consulting program. The 60-day consulting program is completed after the Digital Marketing Consultant has completed a total of 8 consulting sessions. Each consulting session is held every Monday at the same time.

**12. DIGITAL MARKETING CONSULTANT TERMINATION**

Digital Marketing Consultant recognizes and acknowledges that Company may terminate Digital Marketing Consultant including but not limited to lack of response, failing to meet your quotas, missing meetings, lack of reporting, lack of following up, lack of daily business visits, and lack of following through.

**13. APPLICABLE LAW**

This agreement and its interpretation shall be governed by the laws of Indianapolis, Indiana.

Please list the exact date you will begin business visits.

Start Date \_\_\_\_\_

Please list the estimated minimum business visits you will do per day.

Mon – Friday Daily Business Visits \_\_\_\_\_

Digital Marketing Consultant's Initial \_\_\_\_\_

Company's Initial \_\_\_\_\_

**For Digital Marketing Consultant:**

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For DEWITT's MEDIA, INC Signature:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_