

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereafter "Agreement") is made between **CompanyFlix, LLC (hereafter "The Company")**, a Utah corporation and the **Independent Contractor (hereafter "Contractor")**. The Company and Contractor are referred collectively herein as the "Parties."

RECITALS

A. WHEREAS, the Company is in business to provide Video Web services to other companies and organizations; and

B. WHEREAS, Contractor desires to sell the services provided by The Company; and

WHEREAS, The Company and Contractor desire to enter into a mutual working relationship that will be beneficial to both parties; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms and conditions contained herein, and the acts to be performed by the respective parties hereto, the parties agree as follows:

- 1. Services to be performed by Contractor:** Contractor agrees to use his/her best efforts to make potential clients aware of the services offered by The Company.
- 2. Responsibilities of The Company:** The Company shall pay Contractor the following commissions on the sale of each service described below:

PERSONAL SALES

\$1,000.00 ON EACH CORPORATE BLOCK SPEAKING SKILLS PACKAGE

\$200.00 ON EACH STANDARD VIDEO E-MAIL PACKAGE

\$200.00 ON EACH MINI INFOMERCIAL

\$200.00 ON EACH INDIVIDUAL SPEAKING SKILLS PATRON

SUB-CONTRACTOR SALES

\$ 25.00 ON STANDARD VIDEOEMAIL, MINI INFOMERCIAL OR SPEAKING SKILLS COURSE SOLD BY ANY SUB-CONTRACTOR, RECRUITED PERSONALLY BY CONTRACTOR. Contractor shall not be paid said commission unless Contractor generates one personal sale in the calendar month that sub-contractor closed the sale.

Contractor will be deemed inactive, if contractor fails to provide a minimum of one new sale in any 60 day period. Contractor will be paid each Friday on all "cleared" revenue received by the Company, Revenue from sales must be cleared by the Company by 12:00 p.m. (MDT) on the previous day in order to be eligible for commission payments on the date stipulated. Revenue cleared after the stipulated time and date, will be paid on the next regularly scheduled payment date. "Cleared" revenue shall mean that funds transferred by check (draft) or credit/debit card have been authorized, received, and deposited into an approved Company account. Contractor agrees to reimburse the Company for any commissions received by Contractor for Services sold to customers where the Company has made a refund to those customers.

- a. Customers.** "Customers" shall mean prospective customers, new customers and renewal customers for whom The Company may or does provide Services.
- b. Inactive.** "Inactive" shall mean that Contractor fails to generate one New Customer that enters into a new sales agreement with The Company in any sixty day period.
- c. New Sale.** "New Sale" shall mean a sale of the Services to a customer who has not previously received Services from The Company.
- d. Cleared Revenue.** "Cleared revenue" shall mean usable funds received from customers referred by Contractor.

3. **Term of Contract.** This Agreement will become effective when executed and will continue in effect for one (1) year and shall be automatically renewed each succeeding year unless terminated by Contractor or terminated earlier as set forth in Section 5.

4. **Independent Contractor.** Contractor is an Independent Contractor and this Agreement shall not, nor shall any part hereof, be construed as establishing an employer-employee relationship. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by The Company on behalf of Contractor. Contractor shall be solely responsible for any and all taxes, insurance, costs and expenses arising in connection with, or contemplated by this Agreement. Contractor understands that Contractor is responsible to pay, according to law, all such taxes. Contractor is under no obligation with respect to Contractor's work, hours, or geographic location.

5. **Termination of Agreement**

a. **Termination without Cause.** Without cause, Contractor may terminate this agreement at any time by giving notice to The Company. The Company may not terminate this agreement without cause.

b. **Termination with Cause.** With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. The grounds for reasonable cause shall include, but not be limited to: material violation of this agreement, and/or any act exposing the other party to criminal or civil liability, bankruptcy or dissolution of either party, misrepresentations by Contractor of The Company or its Services, and if Contractor becomes Inactive.

6. **General Provisions**

a. **Trademarks.** The Company is the owner of the Trademarks. The Company shall control the nature and quality of the use of the Trademarks. Nothing in this Agreement shall be construed to give Contractor any right, title or interest in the Trademarks.

b. **Change in Services.** The Company may unilaterally change, add to, or delete from the Services stipulated herein.

c. **Risk.** Each party shall perform the work or services at its own risk. Each party shall indemnify and hold harmless the other party from any claim, demand, loss, liability, damage or expense arising in any way from the other party's work or services rendered.

d. **Assignment.** This agreement is binding upon all successors and assigns of the Parties hereto. The Company may assign or transfer this Agreement to any individual or entity that acquires substantially all of the business assets of The Company relating to the Services. This Agreement may not be assigned, in whole or in part, by Contractor without the prior written consent of The Company, which consent will not be unreasonably withheld or delayed.

e. **No Authority to Bind Other Party.** Neither party has authority to enter into contracts or agreements on behalf of the other party. This agreement does not create a partnership between the parties.

f. **Limitation of Liability.** The Company's aggregate liability (not including compensation issues) arising from or relating to this Agreement or the Services (regardless of the form of action or claim [e.g., contracts, warranty, tort, professional malpractice, fraud, and/or otherwise]) is limited to five thousand dollars (\$5,000). The Company shall not be liable for any special, incidental, consequential, indirect or punitive damages even if The Company has been advised of the possibility of such damages.

g. **Choice of Law and Forum.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of Utah. Any litigation or arbitration between the Parties relating to this Agreement shall be conducted in Salt Lake County, Utah.

h. **Arbitration.** The parties to this Agreement agree to submit to binding arbitration any unresolved disputes between the parties and agree that the costs of such proceedings shall be reimbursed to the prevailing party.

i. **Ethical Conduct.** Both Parties agree to conduct business with the highest ethical standards and with the best interest of the customer in mind. Both parties agree that fraud of any nature shall not be perpetrated or tolerated in any degree. The Parties shall do nothing that may bring disrepute or disfavor upon the other Party or its sub-contractors and employees.

- j. Entire Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ANY PRIOR UNDERSTANDINGS AND AGREEMENTS BETWEEN SUCH PARTIES WITH RESPECT TO SUCH SUBJECT MATTER. THIS AGREEMENT CAN BE AMENDED, SUPPLEMENTED, OR CHANGED ONLY BY AN INSTRUMENT IN WRITING WHICH MAKES SPECIFIC REFERENCE TO THIS AGREEMENT AND WHICH IS SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF ANY SUCH AMENDMENT, SUPPLEMENT OR CHANGE IS SOUGHT.
- k. Waiver.** Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.
- l. Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements, written or oral, between such Parties with respect to such subject matter.
- m. Severability.** If any part of this agreement is held unenforceable, the rest of the agreement will nevertheless remain in full force and effect.
- n. Attorneys' Fees.** In the event of legal action or other proceedings brought because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and costs incurred, in addition to any other relief to which they may be entitled by law.
- o. Amendments.** This Agreement may not be modified, amended or discharged except by an instrument in writing signed by the parties hereto. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the party against whom enforcement thereof is sought. Any handwritten modifications or amendments to this Agreement shall supersede any conflicting printed term or condition.
- p. Notices.** All notices, demands, and requests required or permitted to be given under this Agreement shall be in writing and shall be delivered or mailed to the last known address of each Party. Notice shall be deemed give as indicated (i) personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission; or (iv) by certified or registered mail, return receipt requested. Contractor agrees to provide notice of any change in address to The Company within ten (10) days of changing addresses.
- q. Warranty Disclaimer.** The Company makes no warranty, representation or promise not expressly set forth in this Agreement. The Company EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, IMPLIED PURPOSE, COURSE OF DEALING, USAGE OF TRADE, TITLE, AND NON-INFRINGEMENTS.
- r. Execution.** By clicking the "I Agree" button, Contractor agrees to be bound by the terms and conditions set forth in this Agreement.

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