

## *Workshop Consultant Agreement*

Date

Insert address

Dear enter **name**,

This will confirm your engagement as an Workshop Consultant for eIQ Inc.'s Family IQ Club (hereinafter referred to as "the Company") under the following terms and conditions:

1. Company hereby appoints **enter name** as an authorized non-exclusive Workshop Consultant to sell and promote all products and services provided by the Company within but not limited to **State**, the home state of Workshop Consultant.
2. You agree to make no representations, warranties or commitments binding the Company without the Company's prior consent. You will execute no agreement on behalf of the Company nor shall you hold yourself out as having such authority. In addition, you warrant and represent to the Company that you are free to enter into this Agreement and that this does not violate any agreement heretofore made by you.
3. You are hereby retained as an independent contractor and not as an employee of the Company. As an independent contractor, you shall be solely responsible to pay all applicable taxes arising from payments made to you by the Company, including, but not limited to, social security, self-employment taxes and disability insurance. Neither you nor your employees shall be entitled to participate in any Company plans, arrangements or distributions pertaining to any pension, stock, bonus, profit sharing or similar benefits.
4. You agree that if you shall operate a motor vehicle during the term of this Agreement, the Company is not responsible for any damage or loss sustained by the use of said automobile during the term hereof. If you operate a motor vehicle in the performance of your duties hereunder, you will maintain public liability insurance in limits not less than \$300,000/\$500,000, and shall promptly furnish the Company with documentation evidencing same upon our request.
5. The Company has the sole right to establish, alter or amend product specifications, prices, delivery schedules and discounts, and the Company will give you timely notice of any and all changes.
6. In full payment for all services to be rendered by you, the Company shall pay you a commission of 15% on all Workshop orders placed by you, the Consultant. Commissions will be based solely on the total sales price of all products and shall not include freight, supplies, and other charges incidental to the performance of said sale.
7. Consultant will arrange, schedule and conduct Workshops at a place designated and agreed upon by both the Consultant and the Workshop Host. Customers will submit orders before, during and after the Workshop and the Workshop will remain "open" until the Consultant chooses to close the Workshop and submit all orders on-line through our automated system with all payments included. Consultant will receive commission check within five to seven business days after the order is accepted.
8. All orders are subject to acceptance by the Company at our home office and the Company may reject an order at any time for any reason.
9. The Company shall furnish you with copies of all invoices for shipments of our product into your territory and shall keep an accurate set of books and records regarding commissions due.

There is no monthly minimum quota to meet involving sales or numbers of workshops completed.

**10.** You hereby covenant, warrant and represent that you will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, manufacturing processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining you from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

**11.** The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.

**12.** Nothing in this Agreement shall be construed to constitute you as a partner, affiliate or employee of the Company.

**13.** There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.

**14.** This Agreement shall be governed by the laws of the State of Pennsylvania.

Your signature in the lower left-hand corner of the copy hereof will indicate the acceptance of the terms and conditions herein stated, and thereafter this letter shall constitute our whole and complete agreement concerning your engagement which may not be orally modified or extended.

Very truly yours,  
elogIQ

\_\_\_\_\_  
By: Dror Rom  
President

Consented and Agreed to:

\_\_\_\_\_  
By: **name**

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## APPENDIX A

### COMMISSION STRUCTURE

#### *Our Consultants Can Expect:*

A 25% flat rate commission on all sales (first and repeating). Commission is based on the FINAL sales price and DOES NOT include postage and handling costs.

Consultants will receive \$50.00 for every Consultant he/she signs on after that Consultant has completed 3 workshops.

The Company will, at its discretion, award additional monies and compensations where it deems appropriate.

We accept check and credit card payments only due at the close of each workshop. Consultants use their own discretion when to close a workshop and submit an order.

Consultants can upload all orders to a designated page on our website created just for workshop consultants.

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