

## INDEPENDENT CONTRACTOR SALES REPRESENTATIVE AGREEMENT

This agreement, made on Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

By and between: **Fast Track Electronics, Inc. (DBA: FastOEM.com)**, hereinafter called the Company,

And (Salesperson's Name :) \_\_\_\_\_, hereinafter called the Salesperson.

### WITNESSETH:

1. The Company engages the Salesperson, and the Salesperson agrees to act as Salesperson for the Company, for a period of one (1) year from the date hereof, and this agreement shall be automatically renewed from year to year with the same terms and provisions, unless this agreement shall be terminated sooner in the manner hereinafter provided.
2. (a) The Company agrees to pay the Salesperson as compensation for his services a commission on the total amount of sales made as followings that is not included Shipping cost, handling charge, tax and other fees. **Commissions are 10% of total amount sales made and paid.**  
 Monthly Sales Period: All commissions are paid on sales completed and paid by the last day of the previous month.  
 Sales Reports: Sales and Activity reports for the month must be submitted by the fifth of each month for the previous month in order to receive commissions.  
 Commission Payments: Commissions are paid the fifteenth of the month for the previous month's earnings, contingent upon satisfaction of all other requirements of this Agreement.
  - (b) The Salesperson will not make any representations, warranties or commitments binding the Company without the prior written consent of the Company.
  - (c) The Salesperson will continuously updating all prospects on Company product modifications, changes, and enhancements.
3. The Company shall have the option of accepting or rejecting any order or orders taken by the Salesperson, and no commissions shall be payable.
4. The Salesperson agrees to make every effort to optimize his/her sales performance and engage in activity. Required duties are as follows:
  - Provide professional demonstrations or presentations of Company products and services while onsite.
  - Liaising between the Company and the customers for up-to-date pricing, service, and latest product-release launches.
  - Continuously updating all prospects on Company product modifications, changes, and enhancements.
  - Enhancing up-to-date knowledge on new products, procedures, services, and tools.
  - Maintaining professionalism, diplomacy, sensitivity, and tact to portray the Company in a positive manner.
5. This Contract remains at-will. While the Company has every hope that this contract will be mutually beneficial and rewarding for years to come, both Salesperson and the Company retain the right to terminate the contract at any time, with or without notice or cause. Please note that no individual has the authority to make any contrary agreement or representation other than the President or Vice-President of the Company in writing.
6. The Salesperson shall not carry additional competing lines without the full knowledge and consent of the Company.
7. The Salesperson will serve as an independent contractor and be responsible to pay all applicable Social Security, withholding, and other taxes. The Salesperson will bear all expenses incurred in his sales endeavors except for those for which the Company agrees in writing to pay.

8. 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 of the covenants and agreements between the parties with respect to such agreement.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

**To confirm that you agree to the terms and conditions as stated in this Agreement, please sign and date the enclosed copy of this Agreement.**

IN WITNESS WHEREOF, the parties hereto have executed this contract and agreement in duplicate at Santa Monica, State of California, the day and year first above written.

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Salesperson's Printed Name

\_\_\_\_\_  
Date

**Company: Fast Track Electronics, Inc. (DBA: FastOEM.com)**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Title