

**Attention:**

This document is for your personal records only. Boost Contact has a digital version of this document on file. If you desire to send a notarized copy of this agreement to Boost Contact you can fax to: 888-788-5638

## Sales Representative Agreement

THIS AGREEMENT by and between **Boost Local Media Services**, whose address is 5420 Corporate Blvd. Suite 205, Baton Rouge Louisiana, 70808, hereinafter referred to as "Company", and/or "Our", and

\_\_\_\_\_, whose address is:

\_\_\_\_\_, hereinafter referred to as "Sales Representative", and/or "You", and/or "Your";

WHEREAS, Company is engaged in the marketing and sale of SMS-Text Message Advertising, local social media services and Internet and mobile phone map listing services for businesses; and WHEREAS, Sales Representative desires to sell Company's services in accordance with the terms and conditions of this Agreement;

Company hereby appoints Sales Representative as an authorized non-exclusive independent representative to sell and promote all services provided by Company in the following geographical area:

\_\_\_\_\_, hereinafter referred to as "Territory". Company may require you to work under and report directly to a designated and approved Area Developer in your Territory.

1. You will devote your best efforts for the solicitation of orders resulting in sales of our services to the businesses domiciled within the non-exclusive Territory specified above.
2. 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. Company shall not be required to withhold or pay any amounts for state or federal income tax or for FICA taxes from sums becoming due to Sales Representative under this Agreement. You shall not be entitled to participate in any Company plans, arrangements or distributions pertaining to any pension, stock, bonus, profit sharing or similar benefits.
3. You agree to indemnify and hold the Company harmless from any and all liability, claims, demands or requirements imposed by federal or state law upon self-employed individuals arising from payments made to you under this Agreement.
4. You agree to bear all expenses incurred in your sales endeavors except those which the Company agrees to pay for in writing.
5. 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.
6. Company has no requirement or contingency whatsoever that you own or operate a motor vehicle in performing your duties hereunder. You agree that if you elect to 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.

7. The Company has the sole right to establish, alter or amend services/product specifications, prices, commissions and payment schedules, delivery schedules and discounts, and the Company will give you timely notice of any and all changes.

8. In full payment for all services to be rendered by you, the Company shall pay you a commission as Specified on Exhibit A, "Independent Sales Rep Commission and Payment Schedule", attached hereto and made a part hereof, for each contract for the performances of Company's services arranged by you under this Agreement;

In the event of a claim of a joint effort by one or more Sale Representatives in securing a contract for the performance of Company's services, the Company reserves the right to allocate or split the commission in a manner it deems most reasonable, and in its sole discretion without recourse, to best reward the sales representative who had greatest influence on the sale.

9. All contracts for the performances of Company's services are subject to acceptance by the Company at our home office and the Company may reject any contract at any time for any reason.

10. The Company shall furnish you with records of payments and accounts receivable for all invoices for contracts secured by you in your territory and shall keep an accurate set of books and records regarding commissions due. Commission statements presented to you shall be deemed correct unless objections in writing are received by the Company within Thirty (30) days from the issuance of same.

You are required to maintain at all times an accurate account of leads, contacts, customers, and communications in the Company furnished Customer Relationship Management (CRM) platform. Failure to maintain a current and up-to-date CRM of your Territory shall be grounds for withholding of payment of any amounts earned by you.

11. You agree to assist the Company in all collection efforts from non-paying customers secured by you upon our request. Notwithstanding the foregoing, the Company shall deduct commission on credits, returns, and bad debts from your commission statement as they become due. For the purposes of this Agreement, bad debts are defined as un-collectible invoices exceeding 30 days.

12. You covenant and agree that during the term of this Agreement, you shall not sell, promote or offer for sale, directly or indirectly, any service or product which might in any way be deemed competitive to our products and services represented by you hereunder and that you presently carry no line which is competitive with said services or products. Under no circumstances and at no time shall Sales Representative disclose to any person any of the secrets, methods or systems used by Company in its business. All contracts, customer lists, brochures, reports, and other such information of any nature made available to Sales Representative by virtue of Sales Representative's association with Company shall at all times remain the exclusive property of the Company, and shall be held in strict confidence during the term of this Agreement and at all times after its termination. This covenant shall become a material part of this Agreement.

13. The Company hereby engages you at will and this Agreement may be terminated by either party at any time for any reason. Said termination will be effective after either party sends to the other, by prepaid First Class U.S. Postal delivery, a written notice of intent to terminate at the expiration of Thirty (30) days from the date upon which such notice is mailed to the other. Notice shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

Such termination will then occur at the end of the Thirty (30) day notice period. Notwithstanding the foregoing, the Company shall be able to terminate this Agreement immediately, without the sending of the aforesaid written Thirty (30) day notice, upon your death, bankruptcy, or in the event you breach any of the material terms of this Agreement.

14. In the event you send the Company written notice of your intent to terminate this Agreement pursuant to Paragraph 13, you shall continue to solicit orders for the Company during the aforesaid Thirty (30) day period. Notwithstanding the foregoing, if the Company sends you written notice of its intent to terminate this Agreement pursuant to Paragraph 13, you shall cease soliciting orders for the Company immediately on the day said notice of termination is received by you.

15. At the termination of this Agreement, a final accounting will be made between the Parties. In the event you send the Company notice of your intent to terminate this Agreement pursuant to Paragraph 13, you will receive full commission on all accepted orders shipped within your territory during the Thirty (30) day notice period prior to the effective termination date of this Agreement. Payment of final commission is contingent upon your returning all company property, as defined herein, within 5 business days of receipt of your notice of termination, by U.S. Mail, first class prepaid, to the Company address set forth above.

16. Notwithstanding the provisions contained in Paragraph 15, if the Company sends you written notice of its intent to terminate this Agreement pursuant to Paragraph 13, and you are not terminated for cause, the Company will pay you severance compensation as additional consideration for entering into this Agreement. The amount of severance to be paid shall be computed by calculating the average monthly commission earned by you during the preceding full year, multiplied by the following formula:

Years Representing Company:	Amount of Severance Compensation:
0 through 5 years	1 month
6 through 10 years	2 months
11 through 15 years	3 months
16 through 20 years	4 months
21 through 25 years	5 months
more than 25 years	6 months

The following example will illustrate the aforesaid: A representative is notified of termination by the Company on October 1, 2010, and the termination is without cause. The representative was employed by the Company for Four (4) years and earned \$48,000 in commissions during 2009, or an average of \$4,000 per month. Therefore, upon termination, the representative would receive full commission on all orders shipped into his territory during October 2010, and severance compensation of \$4,000 upon termination of this Agreement.

17. Payment of Severance Compensation is contingent upon your returning all company property, as defined herein, by U.S. Mail, first class prepaid, to the Company address set forth above within 5 business days of your receipt of notice of termination. The aforesaid severance compensation shall be paid in equal monthly installments with the first payment due commencing the effective termination date of this Agreement, provided you have complied with all terms and conditions of this Agreement. Said severance compensation shall represent full and final payment of all services rendered by you and benefits received by the Company from your efforts, and you shall have no claims for re-orders, territorial rights, or otherwise.

18. At the termination of this Agreement, you shall cease using any sales materials and product samples in your possession or under your control and shall return same, including all catalogs, brochures, advertising, literature and other property of the Company, immediately.

19. Both parties acknowledge that the Company is entering into this Agreement due to your special, unique and extraordinary skills. Accordingly, this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture without the Company's prior approval. Notwithstanding the foregoing, the Company shall be notified in writing of your intention to cease selling the Company's services or products not less than Five (5) business days prior to the occurrence of same.

20. You are not authorized to hire any party to assist you in representing the Company's services or products. Company may direct you to work with and report to an Authorized Area Developer within your Territory. In that event, all communications with Company shall be via that designed Area Developer.

21. 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.

22. You agree that while this Agreement is in effect and for a period equal to the length of time you continue to receive severance compensation as more fully defined in Paragraph 17, that you and your employees shall not, directly or indirectly, for yourself or any other individual, partnership, corporation, or entity, solicit, represent, act on behalf of, sell or provide solicitation to any individual, partnership, corporation or entity competing against the Company. The Company agrees to pay, and you agree to receive the aforementioned severance compensation, as fair and reasonable consideration and an adequate bargained-for exchange so that a court of competent jurisdiction will enforce the provisions of this restrictive covenant as aforesaid.

23. 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.

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

25. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.

26. There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing, signed by duly authorized Company officer, and notice given in accordance with the terms herein. This Agreement may not be orally modified or extended.

27. Any Notice required herein shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the addresses of the parties set forth above.

28. If any provision of this Agreement is held by a court of competent jurisdiction as set forth in Section 29 herein, to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

29. Regardless of the place of contracting, place of performance, or otherwise, this agreement, and all amendments, modifications, alterations, appendices, or supplements thereto, shall be governed by the laws of the State of Louisiana, as to the nature, validity, and interpretation thereof. The rights and obligation of the parties under the Agreement shall be governed by and construed under the laws of the State of Louisiana, United States of America, including its Uniform Commercial Code, without reference to conflict of laws principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination there of, shall be litigated in the Nineteenth Judicial District Court, State of Louisiana, and the parties herein consent to exclusive jurisdiction and venue in said court.

This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

**COMPANY:**

Boost Local Media Services

Witness:

By: \_\_\_\_\_  
As It's President

\_\_\_\_\_

**SALES REPRESENTATIVE:**

Witness:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**Acknowledgment:**

**Authorized Area Developer**

\_\_\_\_\_

\_\_\_\_\_

## Exhibit A - Independent Sales Rep Commission and Payment Schedule

*Figures are approximate. All figures rounded to nearest dollar.*

### Price Sheet:

<b>Boost Contact Setup Fee</b>	\$FREE to \$250	Price can be negotiated or used as sales tool.
<b>Boost Contact Monthly Fee</b>	\$99	Price is set. Non-negotiable. No Contract

### Commission for Independent Sales Rep:

Boost Contact Setup Fee	60% of Negotiated Price or FREE OFFER	\$0 to \$160
Boost Contact Monthly Fee	60% First Month; 20% 2 <sup>nd</sup> Month and thereafter	1 <sup>st</sup> Month \$59, 2 <sup>nd</sup> Month and thereafter \$20

Example of Earning Potential: Using a very conservative number of 4 full sales a week we can calculate a very attainable and realistic forecast for a short 4 month period.

Month	Number of Sales	Residuals from Prior Sales	Commission Earned
1	16	\$0	\$4640
2	16	\$384	\$5024
3	16	\$768	\$5408
4	16	\$1152	\$5792
<b>Total</b>			<b>\$20,864</b>

### Payment Schedule:

Commission payments sent on the 1<sup>st</sup> and 15<sup>th</sup> of every month. Pending commission balance must exceed \$50USD before commission payout occurs. If balance does not exceed \$50 during pay period, balance will carry over until pending balance meets requirement for payout to occur.

All commission payments sent on the 1<sup>st</sup> are derived from sales generated from the 1<sup>st</sup> thru the 14<sup>th</sup>. All commission payments sent on the 15<sup>th</sup> are derived from sales generated from the 15<sup>th</sup> thru month ending of the prior month.