



## **Terms and Conditions of Executive Financial Enterprises Independent Ambassador Agreement**

### **A. As an Independent Ambassador, I understand and agree:**

1. I will promote and sell Company products to customers to the best of my ability. I will represent Company services in a truthful, sincere and honest manner, and I will conduct myself in a manner that reflects the highest standards of integrity and responsibility in keeping with the reputation of the Company.
2. I will protect the Company's trademark and trade name by not reproducing the Company's name and/or trademarks or copy any of the Company's materials for use in any advertising without the written approval of the Company.
3. I am an independent contractor. I am not an employee, agent, partner, franchisee of, or joint venture of the Company. I cannot act on behalf of, represent or execute any contracts on behalf of the Company. I do not have any authority to incur any debt obligation or liability on behalf of the Company.
4. As an independent contractor, I am responsible for all self-employment taxes, income taxes and other filings required by law, and I am not covered by any State Unemployment or Workers Compensation Act. I will not be treated as an employee with respect to this Agreement for federal, state or local law tax purposes, or otherwise. I agree to abide by all federal, state and local laws relating to my EFE business.
5. I understand that information and material provided to me contain confidential and proprietary information of the Company. I will not use, disclose or reproduce these materials for other than my EFE business without the express written consent of the Company.
6. I will permit the Company to release my name and telephone number in response to a customer request. I also agree that the Company reserves the right to assure continued service to customers if I cease to be active and an independent ambassador.

### **B. EFE (Company) understands and agrees:**

1. Company will pay Independent Ambassador Commissions based on sales of Company services submitted by Independent Ambassador.
2. EFE will pay 5 percent of the revenue realized in the first year. The 5 percent will be paid monthly.
3. In addition to commissions, Company may provide additional awards and privileges to "active" Independent Ambassadors. An "active" Independent Ambassador is one who submits regular business and minimum sales over a 3 month period.
4. Company will pay an active Independent Ambassador according to the relevant contract

5. Company will calculate and pay commissions and overrides in accordance with the then current Company-published commission and override schedules. Company may change commissions, overrides, incentive program rules and active sales requirements at any time with 30 days prior written notice to Independent Ambassador.
6. Company will not impose on Independent Ambassador any geographical territories or limits relating to sales and recruiting of Brand Ambassadors in the United States.
7. The Company will not treat the Independent Ambassador as an employee for any reason

\_\_\_\_\_ Ambassador Name

\_\_\_\_\_ Ambassador Signature

\_\_\_\_\_ EFE, Inc Name

\_\_\_\_\_ EFE, Inc Signature

\_\_\_\_\_ Date