

# INDEPENDENT SALES REPRESENTATIVE AGREEMENT

THIS INDEPENDENT SALES REPRESENTATIVE AGREEMENT (the "Agreement") made and entered into on \_\_\_\_\_ by and between [Name of Independent] (the "Independent"), an individual residing at \_\_\_\_\_ and Redwood Scientific Technologies, Inc (the "Company"), a NV corporation having offices at 820 N Mountain Ave #100 Upland CA 91786.

## WITNESSETH:

WHEREAS, the Independent is willing to enter into this Agreement as an Independent Sales Representative with the Company upon the conditions and terms herein set forth;

NOW THEREFORE, for the valuable consideration set forth in this Agreement and intending to be legally bound, the Independent and the Company mutually promise and agree as follows:

1. **Position and Duties.** During the time this Agreement is in effect, the Company will contract the Independent and the Independent will accept title as Independent Sales Representative, in such capacities and with such powers and duties as may from time to time be determined by the President of the Company.
2. **Compensation and Incentives.**
  - A. For all services to be rendered by the Independent pursuant to Paragraph 1 of this Agreement, and in part of the consideration for the other obligations and promises of the Independent as set forth in this Agreement, the Company will compensate the Independent a 20% commission ("Commission") with it being intended that such Commission shall be reviewed annually hereafter, with the changes in Commission to be determined by the President in their sole discretion from time to time based on the performance of the Independent and the results of the Company. The Commission shall be paid to the Independent every 1st and 15th of the month and shall be subject to applicable income tax withholding deductions required by law and other deductions authorized by the Independent. Independent is responsible for all expenses he or she may incur while representing the Company.
3. **Term.** This Agreement for Independent Sales Representative by and between the parties shall be an agreement for Independent Sales Representative at will commencing on the date hereof, subject to immediate termination by either party with or without notice or cause. Nothing contained in this Agreement shall be construed to prevent the Company from terminating the Independent Sales Representative of the Independent hereunder at any time for cause. As used in this Agreement, "termination for cause" shall mean a termination based upon the dishonesty, gross negligence, incompetence or moral turpitude of the Independent or any failure to perform their duties hereunder or otherwise comply with and observe the covenants and agreements made by them herein.

**4. Non-Competition.** During the time of their Independent Sales Representative by the Company, and for a period of 3 months thereafter, the Independent shall not, directly or indirectly, acting alone or in conjunction with others:

- A. Request any customers of any business then being conducted by the Company to curtail or cancel their business with the Company;
- B. Solicit, canvass or accept any business or transaction for any other person, firm or corporation or business similar to the business of the Company, from any past or existing customers of the Company;
- C. Induce, or attempt to influence, any Independent of the Company to terminate Independent Sales Representative with the Company or to enter into any Independent Sales Representative or other business relationship with any other person (including the Independent), firm or corporation; or
- D. Act or conduct themselves in any manner which is contrary to the best interests of the Company.

The Independent recognizes that immediate and irreparable damage will result to the Company if the Independent breaches any of the terms and conditions of this Paragraph 4 and, accordingly, the Independent hereby consents to the entry by any court of competent jurisdiction of an injunction against them to restrain any such breach, in addition to any other remedies or claims for money or damages which the Company may seek. The Independent represents and warrants to the Company their experience and capabilities are such that they can obtain Independent Sales Representative in business without breaching the terms and conditions of this Paragraph 4, and that their obligations under the provisions of this Paragraph 4 (and the enforcement thereof by injunction or otherwise) will not prevent them from earning a livelihood. The Independent agrees to pay any and all reasonable attorney fees sustained by the Company in connection with any breach of this Agreement.

**5. Trade Secrets/Confidential Information.** The Independent agrees that they will not at any time or in any manner divulge, disclose or communicate to any person, firm or corporation any trade, technical or technological secrets; any details of the Company's organization or business affairs, its manner of operation, its plans, processes, and/or other data; any names of past or present customers of the Company; or any other information relating to the business of the Company, without regard to whether all of the foregoing matters will be deemed confidential, material, or important. With respect to the foregoing, the Independent hereby stipulates and agrees that the same are confidential, material, and important, and any breach of this Paragraph 5 will adversely affect the business of the Company, its effective and successful management, and its inherent good will.

**6. Assignment.** The benefits of this Agreement are and shall be personal to the Independent, and none thereof shall inure to the benefit of their heirs, personal representatives, or assigns. The obligations and duties of the Independent hereunder shall be personal and not assignable or delegable by them in any manner, whatsoever. This Agreement shall be binding upon and inure to the benefit of the Company and it shall be assignable by the Company to any entity which

may acquire substantially all of the business and assets of the Company, or with or into which the Company may be merged or consolidated.

- 7. Entire Agreement, Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the Independent Sales Representative of the Independent by the Company and shall be deemed to supersede and cancel any other written agreements between the parties hereto relating to the transactions herein contemplated. No representation, inducement or condition set forth herein has been made or relied upon by any party. This Agreement may be amended, modified or waived only by an instrument in writing signed by the Independent and an authorized executive officer of the Company.
  
- 8. General.** The headings of the Articles and Paragraphs of this Agreement are for the convenience of reference and not to be used to interpret or construe any provisions of this Agreement. This Agreement shall be construed and enforced in accordance with and governed by the laws of NV and CA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

I am providing a digital signature.

Independent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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