

## **SALES REPRESENTATIVE AGREEMENT**

This Sales Representative Agreement (the "Agreement") is made and effective as of on the day of submission of the application ("Effective Date") by and between an individual or corporation etc. (the "Representative") and Lotus Web Solutions, LLC (the "Company"). The Representative and the Company may be referred to individually as a "Party" or collectively as the "Parties."

### **RECITALS**

**WHEREAS**, the Company is engaged in the marketing and sale of the Products (as defined below and **listed in Exhibit A** to this Agreement); and

**WHEREAS**, the Company wishes to engage the Representative as its independent sales representative of the Products for the Company on the terms and conditions set forth below; and

**WHEREAS**, the Representative wishes to market and sell the Products in accordance with the terms of this Agreement; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

#### **1. PURPOSE, APPOINTMENT, AND EXCLUSIVITY.**

The Company hereby appoints the Representative as its sales representative to sell and promote the Company's products or services, including those products or services listed in Exhibit A (the "Products") hereto, in the Territory (as defined in Section 4). The Company is granting the Representative rights to sell and market its Products in the Territory, and the Representative hereby accepts the appointment and agrees to represent and promote the sale of the Products.

#### **2. CONFIDENTIAL INFORMATION.**

The Representative agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Representative by the Company, either directly or indirectly. The Representative may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations

with Company personnel or authorized representatives or for any other purpose Company may hereafter authorize in writing.

**3. NATURE OF RELATIONSHIP.**

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Representative’s relationship to the Company is that of an independent contractor. The Representative shall have no authority to bind the Company to any contractual terms. Nothing in this Agreement shall create any obligation between either Party and a third party.

**4. TERRITORY.**

During the Term (as defined below) of this Agreement, the Representative shall use its best efforts to sell the Products in the following geographical area, [which area shall be the Representative’s sales territory] (the “Territory”): Residing State of the representative eg: If a representative resides in maryland, he/she can sell the products in the state of Maryland. \_\_\_\_\_

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**5. CUSTOMERS.**

The Representative’s sales and promotional efforts shall be directed toward the following: individuals, families, businesses, anybody and everybody who wish to have webdesign and development services provided it is a legal website and not a criminal activity by law .

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The aforementioned customers are intended only to be examples of the nature and type of market to which the Company desires that the Products be sold, and should not be construed as a limitation on the sales that can be made by the Representative pursuant to this Agreement in the Territory.

The Representative acknowledges that the Company has existing relationships with those customers listed in **Exhibit B** hereto (the “Existing Customers”), and that no compensation is payable for sales made by the Representative to the Existing Customers, unless otherwise agreed by the Company in writing.

**6. SALE PRICE OF PRODUCTS.**

The Company shall determine all prices and terms of sale for the Products. The Company will notify the Representative of any price changes for the Products.

## 7. COMPENSATION.

(a) Commissions. The Representative shall be entitled to receive a commission on sales of the Products in the Territory to customers, which sales were made substantially through the efforts of the Representative during the Term (or any extension of the Term). Commissions shall be payable as follows:

**i. 250\$ commission of the Net Amount charged by the company for Gold package webdesigning services for orders of the Products placed through the Representative (other than to Existing Customers and their affiliates); Details of gold package webdesign services is available on [www.lotuswebs.com](http://www.lotuswebs.com). Representative is responsible to review the website for details of the webdesigning packages; and**

**ii. 500\$ commission of the Net Amount charged by the company for Platinum package webdesigning services for orders of the Products placed through the Representative (other than to Existing Customers and their affiliates); Details of Platinum package webdesign services is available on [www.lotuswebs.com](http://www.lotuswebs.com). Representative is responsible to review the website for details of the webdesigning packages; and**

**iii. 100\$ commission of the Net Amount charged by the company for Silver package webdesigning services for orders of the Products placed through the Representative (other than to Existing Customers and their affiliates); Details of Silver package webdesign services is available on [www.lotuswebs.com](http://www.lotuswebs.com). Representative is responsible to review the website for details of the webdesigning packages; and**

**iv. 50\$ commission of the Net Amount charged by the company for Basic package webdesigning services for orders of the Products placed through the Representative (other than to Existing Customers and their affiliates); Details of Basic package webdesign services is available on [www.lotuswebs.com](http://www.lotuswebs.com). Representative is responsible to review the website for details of the webdesigning packages; and**

**“Net Amount” is the sales price of the sold product as listed on the invoice, less charges for handling, freight, sales, use, value added, or similar taxes, import or export taxes or levies taxes, C.O.D. charges, insurance, customs duties, trade discounts, and/or any other governmental or administrative fees or charges.**

(b) Timing of Payment. Commissions will be forwarded to the Representative after **14** days of the Company’s receipt of payment from the customer, and shall be based on the amounts received. For example, if payments from a customer to the Company will be made in

installments, payments to the Representative by the Company will also be made in installments.

(c) Offsets and Charge-Backs. In calculating the commission that is due to the Representative, the Company may offset any credits, cancellations, refunds, allowances, and returns to or by customers of revenues on which Representative has already been paid commissions under this Agreement; provided, however, that in no event shall the offset for any customer exceed the sales price of that customer's returned, cancelled, or otherwise credited products.

(d) No Commissions in Certain Circumstances. Notwithstanding the foregoing, no commission shall be payable to the Representative under any of the following circumstances:

(i) if prohibited under applicable government law, regulation, or policy;

(ii) if the Representative did not directly facilitate the sale of the Products to a customer;

(iii) on any sale to customers that are directly or indirectly owned by or under common ownership with the Representative;

(iv) on any sales outside of the Territory, unless otherwise agreed in writing by the Company;

(v) on any sales to Existing Customers, unless otherwise agreed in writing by the Company; or

(vi) on any sale of Products to a customer occurring after the expiration or termination of the Term (or any extension of the Term) unless:

a. the sale takes place within **14** days after the termination or expiration of this Agreement; and

b. the sale is the direct result of the Representative's sales efforts before such termination or expiration.

(e) No Other Compensation. The compensation set out above shall be the Representative's sole compensation under this Agreement.

(f) Expenses. Any expenses incurred by the Representative in the performance of this Agreement shall be the Representative's sole responsibility.

(g) Taxes. The Representative is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services by the Representative under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

(h) Refund policy: No commission will be paid if the customer seeks and qualifies for 100% refund. 100% refund policy if customer order is cancelled in 2 weeks, regardless of the reason behind cancellation including company's mistake. If an order is cancelled after 2 weeks but before 4 weeks from date of purchase the details are as follows. For silver package order, the refund is 100\$ less of Net Amount paid. For Gold package and platinum package the refund is 250\$ less of Net Amount paid. After 4 weeks no refund absolutely

## **8. REPRESENTATIVE'S RESPONSIBILITIES.**

The Representative agrees to:

- (a) devote such time, energy, and skill on a regular and consistent basis as is necessary to sell and promote the sale of the Company's Products in the Territory during the Term of this Agreement;
- (b) assist in finalizing agreements and purchase orders with each customer, in form and substance satisfactory to the Company, for such customer's purchase of the Products;
- (c) accurately represent and state Company policies to all potential and present customers;
- (d) promptly inform the Company of all sales and orders;
- (e) inform the Company if the Representative intends to advertise the Products outside of the Territory or solicit sales from customers located outside of the Territory;
- (f) maintain contact with the Company via telephone, e-mail, or other agreed on means of communication with reasonable frequency to discuss sales activity within the Territory;
- (g) disclose any problems concerning customers (including Existing Customers) to the Company; and
- (h) perform such other sales-related services with respect to the customers as the Company may reasonably require.

**9. NO CONFLICT OF INTEREST.**

The Representative hereby warrants to the Company that it does not currently represent or promote any lines or products that compete with the Products. During the Term (as defined below), the Representative shall not represent, promote, or otherwise try to sell in the Territory any lines or products that, in the Company's judgment, compete with the Products. The Representative shall provide the Company with a list of the companies and the products that it currently represents, and shall notify the Company in writing of any new companies or products at such time as its promotion of those new companies and products commences.

**10. COMPANY'S REPRESENTATIONS AND WARRANTIES.**

The Company hereby represents and warrants as follows:

- (a) That it will provide the Representative, at no cost, materials relating to the Products for use in selling and marketing the Products;
- (b) That it will prepare samples for potential customers, as reasonably requested by the Representative; provided, however, the Representative has provided the Company with sufficient notice of this request;
- (c) That it will provide the Representative with current information as to improvements, upgrades, or other changes in the Products; and
- (d) That it will make timely payments of commissions earned under this Agreement.

**11. TERM.**

This Agreement is effective as of the Effective Date, and shall continue in force, unless otherwise terminated, for a period of one year[s] (the "Term"). The Agreement may be renewed only pursuant to a separate written agreement signed by both Parties, or by the mutual agreement of the Parties to extend this Agreement by one year[s] [provided, however, that in no event shall this Agreement remain effective for longer than 2 years].

**12. TERMINATION.**

This Agreement may be terminated:

- (a) By either Party on provision of two weeks of written notice to the other Party; or
- (b) By either Party, effective immediately on receipt of written notice of termination, if any of the following events occur:

- i. Either Party becomes the subject of a proceeding under bankruptcy, receivership, insolvency