

This is a sample Agreement for Sales Representatives

1. This Agreement is made and entered into on _____ between WORDEXPRESS CORPORATION, hereinafter called "WordExpress", and _____ hereinafter called "Associate".
2. *Client(s)* hereinafter are any persons or entities who may place an order or have placed an order with WordExpress and, within the scope of this Agreement, include what is commonly called *Prospect(s)* or *Prospective Client(s)*.
3. Associate will provide his/her sales services to WordExpress as an independent contractor on a contract basis for one year, starting on _____ and ending on _____.
4. Associate's services consist of representing WordExpress to his/her best ability and of pursuing the best interest of WordExpress in the following ways:
 - a) promoting and selling the language services of WordExpress to *Client*.
 - b) building and maintaining business relationships with *Clients*.
5. Associate's oral or written communication with clients will be in line with the official information of WordExpress, as provided on the website www.wordexpress.NET, the brochures, flyers, Schedules of Rates and Terms, and any other information produced by WordExpress and made available to Associate. Associate is not authorized to change any such information or produce any such new information.
6. Associate shall represent and promote the professional standing and good reputation of WordExpress at all times. Associate will convey, in all communication with *Clients*, the professional, quality and ethical standards of WordExpress, as provided in the official information by WordExpress, including but not limited to, the WordExpress website, sections *Quality* and *10 Good Reasons*, and as established in the Code of Professional Conduct and Business Practice of the American Translators Association (ATA), which is attached hereto.
7. Associate will refer qualified *Clients* to the Client Care Department of WordExpress. A *Client* is qualified, if he/she seems to be serious about placing an order by requesting an oral or written estimate.
8. Associate will provide official company information, including Schedules of Rates and Terms to *Clients*. Associate will not prepare oral or written estimates. This will be done by the Client Care Department of WordExpress. The decision whether WordExpress or Associate submit an estimate to a *Client* will be made on a case-by-case basis, usually following the Associate's suggestion. However, WordExpress maintains the right to submit an estimate or refuse services to any *Client*.
9. A *Client* will be considered an *Associate Account*, if Associate has provided services to *Client* as described in this Agreement, and WordExpress has not claimed the *Client* as a *WordExpress Account*. The following procedures will be observed:
 - a) Before contacting any *Clients*, Associate will submit, in writing, lists of *Leads* to the Client Care Department at WordExpress. *Leads* are *Clients* that Associate intends to contact. These lists will be numbered consecutively for reference.
 - b) Within 2 working days after having received a particular list of *Leads*, the Client Care Department will notify the Associate in writing, if WordExpress claims none of those *Leads* as *WordExpress Accountst*, or identify which *Leads* are claimed as *WordExpress Accounts*.
 - c) WordExpress may only claim a *Client* as a *WordExpress Account* if
 - aa) the *Client* has placed an order (called *Project*) with WordExpress

bb) WordExpress has provided any *Marketing Activity* (called *MA*) to the *Client*. A *Marketing Activity* consists of either any written communication or a meeting with the *Client*.

d) Associate will confirm, promptly in writing, receipt of the claim(s) or release (no claim) by WordExpress for each particular list.

10. Associate will receive a commission for his/her services. The commissions will be based on the *Gross Income*. The *Gross Income* is defined as all income actually received from *Clients* on *Associate Accounts*.

11. For *Gross Income* of up to \$ 20,000 per *Client* per *Project*, Associate will receive 10 % commission on all of his/her *Accounts*.

For *Gross Income* of more than \$ 20,000 per *Client* per *Project*, *Associate* will receive a lower percentage of commission, which will be negotiated on a case-by-case basis before an estimate is provided to *Client*. For those projects, WordExpress is willing to extend a discount to *Client* and *Associate* shall be willing to extend a discount to WordExpress in order to increase the chances of the *Client* placing the order.

12. Associate will cover the following territory: _____

This coverage will be guaranteed as long as this Agreement is in effect. Guaranteed territory means that the territory will not be changed, except by mutual written consent.

13. During the term of this Agreement and for a time period of two years thereafter, Associate will not offer or perform the usual services of WordExpress to any actual *Client* for, or not for, compensation. Usual services of WordExpress include the following language services: Written translations, oral interpretations, transcriptions, language audio, video, film services and all layout and desktop publishing services.

14. During the term of this Agreement and for a time period of two years thereafter, Associate will not offer or perform, for compensation or not for compensation, sales services as described in this Agreement, to any person or entity offering or performing any services defined under # 13 of this Agreement as the usual services of WordExpress.

15. Associate agrees not to allow any portion of trade secrets, client, prospect and marketing information, or any other confidential, secret or sensitive information, processes or know-how developed and acquired by Associate or by WordExpress to be disclosed or reproduced except for use within the scope of this Agreement. Associate agrees to take all appropriate steps to ensure that persons having access to such information shall refrain from any unauthorized disclosure of such information to any third party and that said persons have been advised of and have agreed to treat any information in a confidential fashion pursuant to the terms of this Agreement.

16. WordExpress will pay the commission on the second Friday of every month following the month in which income was received, by WordExpress, from *Clients* on *Associate Accounts*.

Together with the commission payments, WordExpress will furnish official accounting reports (from Quickbooks) pertaining to each particular *Associate Account*, showing all gross income received thereon.

17. In addition, WordExpress may pay Associate transportation and entertainment expenses as well as bonuses in the form of gifts, trips, etc. upon reaching certain gross income goals. Any commitment for such compensation shall be in writing.

18. WordExpress will, to the best of its ability, assist Associate with informational, promotional, marketing, advertising and sales material on WordExpress and its services. These materials and services provided by WordExpress will be paid for by WordExpress. Associate will provide and pay for all other

services as described in this Agreement, except for any written commitment, by WordExpress, according to # 17 of this Agreement.

19. This Agreement will stay in effect for one year, if not renewed by the parties in writing, or if not dissolved beforehand in one of the following ways:

a) if one of the parties gives notice. Such notice shall be in writing and will become effective two (2) weeks after being given.

b) if there are no projects placed by Associate Accounts for more than 45 days.

20. All gross income resulting from projects of Associate Accounts received by WordExpress before or after expiration or termination of this Agreement will be subject to this Agreement, as long as these projects have been accepted by WordExpress before expiration or termination of this Agreement.

21. All *Associate Accounts* will stay *Associate Accounts* while this Agreement is in effect, if not agreed on otherwise in writing. After this Agreement has been dissolved or terminated, *Associate Accounts* will become *WordExpress Accounts*, and Associate has not rights to these accounts whatsoever.

22. The provisions of this Agreement are severable. If any one or more provisions are judicially determined to be unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

23. Any and all prior and contemporaneous oral or written agreements are merged into this Agreement. This Agreement can only be modified by a subsequent agreement in writing signed by all parties.

24. In any legal action or claim arising out of this Agreement or by reason of any asserted breach of it, the prevailing party shall be entitled to recover all reasonable costs, expenses and attorney's fees.

25. This Agreement and performance under it, and all suits and special proceedings that may ensue from its breach, shall be construed in accordance with and under the laws of the State of California to the exclusion of the law of any other forum. Any such action shall be brought exclusively in the county of Los Angeles, California.

Independent Contractor

WordExpress Corporation