

Independent Sales Contractor Agreement

This agreement is between Troopway and _____.
(sales contractor)

Troopway is engaged in the marketing and sales of prepaid phone cards to be donated to our troops.
_____ desires to sell Troopway's services in accordance
(sales contractor) with the terms and conditions of this agreement.

Troopway hereby appoints _____ as an authorized
(sales contractor)

non-exclusive independent representative to sell and promote all services provided by Troopway.

1. Troopway will pay commission rate of \$1 for each \$20 phone card sold and a commission on down line sales up to 10 recruits and seven levels. Commissions checks will only be issued after \$20 worth of commission has been earned. See attached commission chart.
2. To earn the commission your subscription for one phone card per month at \$20 must be paid and up to date.
3. All phone cards will be donated to The Unseen Angels Project for distribution to our troops overseas.
4. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Troopway and Sales Representative. Sales Representative shall be an independent contractor. Troopway shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to Sales Representative under this agreement. Sales Representative shall not be considered an employee of Troopway and shall not be entitled to participate in any plan, arrangement or distribution by Troopway pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Troopway's employees. Sales Representative shall be free to utilize his time, energy and skill in such manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement.
5. Sales Representative shall bear any and all costs or expenses incurred by Sales Representative to perform his obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses and telephone expenses. Business cards and sales flyer's will not be provided. Ads will be provided if you want to advertise on your own. Payment for advertising to be paid for by contractor.
6. The rights and duties of Sales Representative under this Agreement are personal and may not be assigned or delegated without prior written consent of Troopway.
7. Sales Representative is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Troopway's services without express written authorization from Troopway.
8. Sales Representative is responsible for making sure to put their assigned contractor number on ALL correspondence with Troopway in order to be commissions. Troopway will not pay commissions on any correspondence without a contractor number.
9. Sales Representative shall indemnify and hold Troopway harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of Sales Representative or his agent or representatives.
10. Troopway shall indemnify and hold Sales Representative harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Troopway or its employees.
11. Commission and subscription fees subject to change.
12. 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.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

By:

Troopway Executive Officer _____ Date _____

Witness _____ Date _____

Sales Representative _____ Date _____

Address _____

City, State _____ Zip _____

Email _____

Witness _____

Date _____

Contractor Number if known _____

Troopway
344 West Avenue
Cedartown, GA 30125
800-961-1543 ext 5