

## **SALES REPRESENTATIVE AGREEMENT**

THIS SALES REPRESENTATIVE AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between ContinuousTouch, LLC, a Georgia based company, and \_\_\_\_\_ ("Sales Representative"), a company or individual based in \_\_\_\_\_.

ContinuousTouch, LLC is for the sale of long distance and local telephone (SIP Trunking, SoftCentrex, ContinuousTalk) collectively the "Products".

Sales Representative and ContinuousTouch, LLC desire to enter into this Agreement for Sales Representative to sell services provided by ContinuousTouch, LLC and for ContinuousTouch, LLC to pay Sales Representative for such services under the terms and conditions set forth herein.

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by each party, the parties agree as follows.

1. **REPRESENTATION.** ContinuousTouch, LLC agrees that, during the term of this Agreement, Sales Representative may act as a sales representative for ContinuousTouch, LLC to solicit orders for the Products from customers.

2. **ORDER POLICIES.** Each order for Products solicited by Sales Representative shall be submitted using guidelines set forth by ContinuousTouch, LLC. These guidelines will be relayed to Sales Representative during initial training with ContinuousTouch, LLC through official documentation. Proof of an order consisting of either recorded customer confirmation or an Order Form shall be forwarded to ContinuousTouch, LLC within five (5) days of Sales Representative's receipt of an order and shall be subject to approval by ContinuousTouch, LLC in ContinuousTouch, LLC's sole and absolute discretion. Sales Representative is prohibited from altering the terms and conditions set forth either in the Order Form or the recorded customer confirmation in any way without prior written approval from ContinuousTouch, LLC. Sales Representative shall promptly furnish to ContinuousTouch, LLC copies of any correspondence, documentation or recordings made between Sales Representative and any customer. Sales Representative understands that all orders are subject to availability, approval and acceptance by ContinuousTouch, LLC.

3. **SALES POLICIES.** The prices, charges and terms of sale of Products (the "Sales Policies") shall be established by ContinuousTouch, LLC for their respective products, and may be changed from time to time in the sole discretion of ContinuousTouch, LLC. Written notice of each Sales Policy change shall be given to Sales Representative.

4. **CUSTOMER LIST AND TERRITORY.** The territory within which Sales Representative may solicit orders pursuant to this Agreement consists of the following Regions: Southeast, East, Midwest, Southwest, and West. Sales Representative shall not be assigned an exclusive sales territory or an exclusive list of customer accounts. All customers to whom a sale is made, as reflected by a signed customer agreement shall become, exclusive to Sales Representative for so long as that customer is receiving and paying for Products pursuant to a current, customer-confirmed agreement.

Sales Representative understands and agrees that disagreements may arise from time to time as to the status of a person or entity as either a Customer or a Prospect. All such disagreements shall be submitted promptly in writing to the Operations Manager. The decision of the Operations Manager may be appealed to the Board of Directors for ContinuousTouch, LLC. The Board of Directors for ContinuousTouch, LLC may resolve such dispute in their sole discretion and their decision shall be final and binding upon all parties involved in the dispute.

5. **DUTIES.** The purpose of this Agreement is to solicit orders from potential buyers of the Products. Sales Representative agrees to diligently and faithfully work to procure such orders for ContinuousTouch, LLC from the Customers and use its best efforts to promote the Products. Sales Representative agrees that it shall follow all rules, regulations and directions provided by ContinuousTouch, LLC for the procurement of such orders for the Products. Sales Representative also will be responsible for providing appropriate support and follow-up to any person or entity to which a sale is made upon which he or she receives compensation hereunder. Such support and follow-up shall include, without limitation, coordination of adequate initial customer training, consulting regarding the Products purchased, periodic personal contact with the customer, and provision of available information regarding technical, functional and other developments regarding the Products, and handling of requests for new Products or for changes to existing Products. Upon request from ContinuousTouch, LLC, Sales Representative also shall be responsible for obtaining accurate and appropriate credit information regarding any customer. Sales Representative agrees to use his or her best efforts to take all reasonable steps necessary to ensure that the customer is satisfied at all times with the Products.

6. **This section has been intentionally omitted.**

7. **RELATIONSHIP CREATED.** Sales Representative is an independent contractor of ContinuousTouch, LLC and shall for no purpose whatsoever be deemed or considered an employee of ContinuousTouch, LLC. All expenses or disbursements incurred by Sales Representative in connection with Sales Representative's performance hereunder shall be borne wholly and completely by Sales Representative. Except to solicit orders as provided hereunder, Sales Representative does not have, nor shall Sales Representative hold himself or herself out as having, any right, power or authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding on ContinuousTouch, LLC unless ContinuousTouch, LLC shall consent thereto in writing. Notwithstanding the relationship described above, Sales Representative can use ContinuousTouch, LLC business

cards and be identified to customers as an independent representative of ContinuousTouch, LLC.

ContinuousTouch, LLC shall not pay or maintain workers' compensation, unemployment compensation, social security or any other insurance or payroll tax for Sales Representative. Sales Representative is solely responsible for all such insurance and taxes and, upon request from ContinuousTouch, LLC, shall verify to ContinuousTouch, LLC that it is making all tax payments, making and remitting any and all required payroll withholdings, and maintaining any and all workers' compensation or unemployment insurance required by law relating to services performed or compensation paid under this Agreement.

Sales Representative shall provide his or her own supplies, equipment and office space to be used in the performance of Sales Representative's duties under this Agreement. Further, subject to the provisions of this Agreement, Sales Representative shall at all times determine the method and manner in which he or she performs his or her duties hereunder.

8. **BILLING AND COMMISSIONS.** ContinuousTouch, LLC shall pay to Sales Representative the Commissions on net as defined by "Exhibit A". All commissions payable to Sales Representative hereunder shall be due and payable 5 days immediately following the receipt by ContinuousTouch, LLC of payment in full from all fully consummated sales. In the event of a partial payment by customer, full commissions will be retained by ContinuousTouch, LLC till full payment is made.

In the event that a customer solicited by Sales Representative cancels or alters his/her/its order within the first six (6) months, ContinuousTouch, LLC has the right to recapture some or all of the commissions paid (one time payout) to Sales Representative in relation to that order. Sales Representative authorizes ContinuousTouch, LLC to offset any such amount against current or future commissions due under this Agreement without further approval.

In the event of termination of this Agreement by either party, Sales Representative shall be paid Commissions pursuant to this Agreement on all orders for which he or she has submitted a signed agreement from the customer prior to the effective date of termination. Notwithstanding anything to the contrary herein, in the event of a "for cause termination" under Paragraph 11, ContinuousTouch, LLC's obligation for payment of commissions to Sales Representative upon termination of this Agreement is limited to orders for which ContinuousTouch, LLC has received payment from customer prior to the effective date of termination. Notwithstanding anything herein to the contrary,

9. **MATERIALS.** ContinuousTouch, LLC may supply Sales Representative from time to time at no charge with reasonable number brochures (provided by manufacture representatives). Otherwise all customer facing material will be provided in an electronic form from the ContinuousTouch, LLC Agent portal for printing and distribution.

Sales Representative is prohibited from altering or copying such names, logos and/or trademarks in any way. Sales Representative understands that he does not have a right or

license to use these materials in any way other than as specifically stated herein, and that he does not have and will not acquire any ownership interest in any such materials, names, logos and/or trademarks.

## **10. CONFIDENTIAL INFORMATION AND TRADE SECRETS.**

**10.1 “Trade Secrets”.** As used herein, “Trade Secrets” means all secret, proprietary or confidential information regarding ContinuousTouch, LLC that fits within the definition of “trade secrets” under the Georgia Trade Secrets Act (“GTSA”). Without limiting the foregoing definition, Trade Secrets protected hereunder includes information regarding the Products or regarding ContinuousTouch, LLC’s, technology or methods of operation that is not generally known to, or ascertainable by, persons not employed by ContinuousTouch, LLC, the disclosure of which would permit those persons to derive actual or potential economic value there from or to cause economic or financial harm to ContinuousTouch, LLC. “Trade Secrets” does not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of ContinuousTouch, LLC. This definition is not intended to limit any definition of “trade secrets” or any equivalent term under the GTSA or any other federal, state, or local law.

**10.2 “Confidential Information”.** As used herein, “Confidential Information” means all information regarding ContinuousTouch, LLC or respective businesses or customers that is not generally known to persons not employed by ContinuousTouch, LLC, is not generally disclosed by ContinuousTouch, LLC practice or authority to persons not employed by ContinuousTouch, LLC, and is the subject of reasonable efforts to keep it confidential. Confidential Information includes, but is not limited to, technical information regarding the Products, information regarding ContinuousTouch, LLC’s research and development efforts, information regarding equipment or material costs, information regarding product or service cost or pricing, information regarding equipment types and utilization rates, information regarding personnel allocation or organizational structure, information regarding the business operations or financial performance of any facility or group of facilities, information regarding existing or proposed methods of operation, current and future development and expansion or contraction plans, sales/acquisition plans, non-public information concerning the legal or financial affairs of ContinuousTouch, LLC. Confidential Information does not include information that has become generally available to the public by the act of one who has the right to disclose such information without violating any right or privilege of ContinuousTouch, LLC. This definition is not intended to limit any definition of “confidential information” or any equivalent term under the GTSA or any other federal, state, or local law.

**10.3 Nondisclosure of Confidential Information and Trade Secrets.** Except as necessary to provide the services described herein, during the term of this Agreement, and for a period of two (2) years immediately following the termination of this Agreement for any reason, Sales Representative will not, directly or indirectly, transmit or disclose any Confidential Information to any person or entity, and will not, directly or indirectly, make use of any Confidential Information, for itself or any other person or entity,

without the express written consent of ContinuousTouch, LLC. In addition, except as necessary to perform the services described herein, during the term of this Agreement and thereafter, Sales Representative will not, directly or indirectly, transmit or disclose any Trade Secrets to any person or entity, and will not, directly or indirectly, make use of any Trade Secrets, for itself or any other person or entity, without the express written consent of ContinuousTouch, LLC. This provision will apply for so long as a particular Trade Secret retains its status as a trade secret under the GTSA. The protection afforded to Trade Secrets and/or Confidential Information by this Agreement is not intended by the parties hereto to limit, and is intended to be in addition to, any protection provided to any such information under any applicable federal, state, or local law.

10.4 **Relief.** Sales Representative agrees that the covenants contained herein are reasonable and necessary means to protect ContinuousTouch, LLC's interests in its goodwill, Trade Secrets, Confidential Information and intellectual property and that they will not unreasonably interfere with Sales Representative's ability to conduct its business and/or to earn a living should this Agreement be terminated. Sales Representative agrees that any breach by it of these covenants will cause irreparable harm and injury to ContinuousTouch, LLC and will leave ContinuousTouch, LLC with no adequate remedy at law. Sales Representative agrees that such a breach will entitle ContinuousTouch, LLC to, among other appropriate relief, injunctive relief in any appropriate court without the necessity of posting a bond.

11. **TERM AND TERMINATION.** This Agreement shall begin on the date hereof and continue until terminated pursuant to this paragraph. This Agreement may be terminated by ContinuousTouch, LLC or by Sales Representative without cause upon thirty (30) days written notice.

In addition, ContinuousTouch, LLC, at its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

- (1) For cause. For purposes of this Agreement, the term "cause" means (a) any conduct by Sales Representative involving moral turpitude, (b) any dishonesty by Sales Representative in the performance of services under this Agreement, (c) any material breach of this Agreement by Sales Representative, (d) any act or omission by Sales Representative that can be expected in good faith to cause harm to the business or reputation of ContinuousTouch, LLC

This Agreement shall automatically terminate upon Sales Representative's death and a new Agreement will need to be executed by the person responsible.

12. **INDEMNIFICATION.** ContinuousTouch, LLC and Sales Representative each agree to indemnify and hold harmless the other party and its respective parents, officers, directors, employees and agents from and against any loss, costs, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death or disease of any person, damage to or

destruction or loss of any property or any other damages arising out of, resulting from, or in connection with (i) the performance of non-performance of the parties' respective obligations in this Agreement that is caused, in whole or in substantial part by an act, omission, default, or negligence of any party or its agents or employees, or (ii) the failure of the party to comply with any of the terms and conditions set forth herein or the failure to conform to statutes, ordinances, or other regulations or requirements of any government authority in connection with the performance of the obligations in this Agreement.

### **13. GENERAL PROVISIONS.**

13.1 This Agreement may be modified or amended in whole or in part from time to time only by the mutual written agreement of ContinuousTouch, LLC and Sales Representative, executed by authorized representatives, and delivered by each to the other prior to the effective date of such modification or amendment. There are no other understandings or agreements between ContinuousTouch, LLC and Sales Representative with regard to the subject matter of this Agreement, except as specifically set forth herein.

13.2 All provisions of this Agreement including the provisions of this Paragraph 13, shall be subject to and shall be enforced and construed pursuant to the laws of the State of Georgia.

13.3 In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be void or voidable or unenforceable under any applicable local or state law, such provision shall not affect the balance of the Agreement which shall remain fully enforceable as if said provision had been deleted by mutual consent of the parties.

13.4 This Agreement and the rights and obligations of ContinuousTouch, LLC hereunder may be assigned by ContinuousTouch, LLC to any affiliate or successor or ContinuousTouch, LLC, and shall inure to the benefit of, shall be binding upon, and shall be enforceable by any such assignee, provided that such assignee shall agree to assume and be bound by this Agreement. This Agreement and the rights and obligations of Sales Representative hereunder may not be assigned by Sales Representative.

13.5 All vendors or subcontracts that are used to secure business and that have an agreement with Sales Representative may not be solicited for continued business through ContinuousTouch, LLC upon termination of this Agreement, without the express written consent of Sales Representative.

14. **NOTICES.** Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified and addressed to the addressee at its main office, as set forth below. Any party may change its address for purposes of this Agreement by written notice given in accordance herewith.

**NAME, ADDRESS & CONTACT NUMBER FOR EACH PARTY GOES HERE:**

Sales Representative

NAME: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contact #: \_\_\_\_\_

Fax #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ContinuousTouch, LLC .

Suite 117

28210 Paseo Drive Suite 190-243,

Wesley Chapel, FL 33543

404.963.9671

joe.clark@continuooustouch.com

TAX ID/SS #: \_\_\_\_\_

TAX ID #: 27-1443078

WHEREFORE, the parties hereto have set their hands and seals as of the day and date first above written.

Representative: \_\_\_\_\_

ContinuousTouch, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Compensation Structure

**A complete list of all the Services and Products is available upon request.**

**“Sales Representative”** – Sales Representative must maintain training and certification levels needed for agreed products and services. Sales Representative may share compensation with another Sales Representative with Mutual Agreement.

### Schedule of Commissions

#### ***Certified Partner***

- 5 New Customer Installations Per Year

**Monthly Reoccurring Revenue for entire billing (excludes E911, taxes, and surcharges):**  
\_\_\_\_\_ **12% payout monthly (Commissions paid 45 days out)**

#### ***Premium Partner***

- 20 New Customer Installations Per Year
- Dedicated ContinuousTouch Products SME
- Performs Customer Installations
- Provides Tier 1 Technical Support to Customers

**Monthly Reoccurring Revenue for entire billing (excludes E911, taxes, and surcharges):**  
\_\_\_\_\_ **20% payout monthly (Commissions paid 45 days out)**

**Additional components can be negotiated and agreement amended per opportunity**

**Representative:** \_\_\_\_\_

**ContinuousTouch, LLC**

Tax ID/SS#: \_\_\_\_\_

Tax ID#: 27-1443078

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_