

Better World Resources
P.O.Box 792
Clackamas, Oregon 97015
Fax:503-465-4531
Email: info@mybetterworld.com

INDEPENDENT REPRESENTATIVE CONTRACT

THIS CONTRACT is between _____ (hereinafter called Sales Representative) and between Better World Resources (hereinafter called the BWR). BWR operates a United Community Services of America dealership and requires a written Contract with the Sales Representative. All transactions must be under BWR in order to avoid being a sub-dealership which are not allowed by contract. If you agree with the following terms and conditions, please date, sign and return a copy to the address shown above.

1. The Sales Representative is of legal age to enter into this Contract, which becomes effective on the date signed below.
2. Upon acceptance of this Contract, the individual will become a Sales Representative of BWR and will be eligible to participate in the selling and distribution of BWR's products and services. Sales Representative will service the accounts when the products are sold and assist in resolution of customer concerns.
3. Independent Contractor: The Sales Representative understands that s/he is an independent contractor, not an agent, employee or franchisee of BWR and will not be treated as an employee for any purposes including that of the Federal Unemployment Tax Act and Federal Insurance Contribution Act, the Social Security Act and State Unemployment Act. BWR shall not maintain Workers Compensation or disability coverage. Sales Representative understand and agrees that s/he will pay all applicable Federal and State income taxes, self-employment taxes, local taxes and/or license fees which may be due because of my activities under this Contract.
4. The Sales Representative understands that this Contract supersedes any and all other Agreements between the parties and is the entire Contract between BWR and the Sales Representative. No other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by BWR and the Sales Representative.
5. Ruling Law: The place of origin of this Contract is the Oregon state and it shall be governed in accordance with Oregon laws.
6. Binding Arbitration: The undersigned of this Contract do hereby agree to resolve any disputes or controversy we now have or may have in connection with or rising from this Contract using binding arbitration. Said arbitration shall be in accordance with the rules and procedures for the American Arbitration for the City of Portland, Oregon state, which rules and procedures for arbitration are incorporated herein by reference and the decision or award by the Arbitrators shall be final, conclusive and binding upon each party and enforceable in a court of law of proper jurisdiction. All costs of arbitration shall be shared equally except that each party shall pay his own legal costs.

7. The Sales Representative agrees not to use BWR's logos, trademarks, trade names, literature or any other materials in any type of advertising without the prior written approval of BWR.
8. Commissions: The Sales Representative understands that sales are a requirement to earn commissions but s/he is not required to purchase goods or services. Earnings are solely from commissions on products sold based upon 15 % of sales price , which can be modified from time to time. Commissions will be paid within thirty (30) days after booking of profits from a sale.
9. Appointed Managers will be entitled to override bonuses according to a written Contract on the sales volume of Sales Representatives they actively manage.
10. Indemnification: The Sales Representative indemnifies and hold harmless BWR and the Sales Manager from any claims, damages, and expenses including attorney's fees arising out of my actions or conduct in violation of this Contract.
11. The Sales Representative is not guaranteed any income, profit or success. The Sales Representative will make commissions only on products, goods and services personally sold by her/him. The Sales Representative is free to set her/his own hours and determine her/his own location and methods of selling, within the guidelines of this Contract.
12. Using sales or recruiting materials not produced or approved by BWR or BWR suppliers is a breach of contract and may result in termination and end participation in any future commissions.
13. Inaccurate information supplied by the Sales Representative is grounds for termination of this Contract at the option of BWR who can make it void from BWR inception.
14. No regulatory agency ever endorses or approves any Company or compensation plan and BWR makes no claim to anyone.
15. The Sales Representative will make no statements, claims, representations or warranties respecting BWR's products which are not contained in official Company promotional materials produced and distributed by BWR.
16. The Sales Representative shall make no false or misleading statements concerning BWR, affiliates or suppliers.
17. Contract Modifications: This Contract may be modified from time to time to meet legal requirements and changes in economic conditions. BWR agrees to give thirty (30) days notice of such modification.
18. The Sales Representative understands BWR's Policies and Procedures as well as this Contract and will adhere to them. Any violation of this Contract may result in termination of same.
19. In order to protect against unauthorized promises which cannot be fulfilled, BWR shall have the absolute right, at BWR discretion:

- (A) to refuse to accept any orders procured through the Sales Representative and to refuse to ship the goods described herein; or
- (B) to make any allowances or adjustments to orders and accept any returns of any shipments.

BWR shall notify the Sales Representative in writing of such refusals, allowances or adjustments.

20. Restrictions on products: The Sales Representative shall sell, on behalf of BWR or when representing himself as a representative of BWR only those UCSA products and/or services as approved by BWR.
21. Expenses: The Sales Representative shall be responsible for all expenses incurred by him in performance of his duties unless otherwise set forth in writing between the parties.
22. Duration of Contract: This Contract shall continue until terminated by either party upon thirty (30) days written notice to the other. Upon notice being Properly given to terminate, the parties shall act in a positive, professional and favorable manner towards the customers, and each other and neither shall take any actions to decrease productivity. BWR may terminate this Contract for cause upon twenty-four (24) hour written notice to Sales Representative. For cause shall be defined as the Sales Representative acting in a manner which may cause damage to the business reputation of BWR or in a manner which is in violation of local, state or federal laws or regulations, or for violating any provision of this Contract.
23. Trade secrets:
 - (A) With respect to BWR's special business techniques, analyses of the market, forms, software programs, list of customers, and all other information regarding manufacture or distribution of products, the Sales Representative acknowledges that all of such information:
 - (1) belongs to BWR;
 - (2) constitutes specialized and highly confidential information and not generally known in the industry; and
 - (3) Constitutes trade secrets of BWR. Accordingly, the Sales Representative recognizes and acknowledges that it is essential to BWR to protect the confidentiality of such trade information.
 - (B) The Sales Representative thus agrees to act as a trustee of such information and of any other confidential information s/he acquires in connection with his association with BWR.
 - (C) During the term hereof, and for thirty-six (36) months thereafter, the Sales Representative shall not disclose such information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge unless the Sales Representative is required to disclose it by judicial process.
24. Non-compete Agreement: BWR has retained the Sales Representative only for the purposes set forth in this Contract, and his relationship to BWR is that of an independent contractor. During the term hereof, the Sales Representative shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor which competes with selling the same products BWR sells during the term of this Contract and for six (6) months following termination of this Contract. The Sales

Representative shall not so compete either as an employee, agent, independent contractor, owner, or otherwise during the term of this Contract and for six (6) months following termination of this Contract.

25. Restrictive covenant:

(A) For a period of six (6) months after the expiration or termination of this Contract for any reason, whether with or without cause, for a period of time to the length of the Sales Representative will not, directly or indirectly, contact any then-existing client of BWR for any purpose of selling like or similar product lines on behalf of himself or any other person, firm, company, or corporation.

(B) The parties acknowledge that they have attempted to limit the Sales Representative's right to compete only to the extent necessary to protect BWR from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, an arbiter or other trier of fact may modify and enforce the covenant under the circumstances existing at the time.

(D) The Sales Representative acknowledges that in the event that his relationship with BWR terminates for any reason, s/he will be able to earn a livelihood without violating the foregoing restrictions.

(E) The Sales Representative acknowledges that in the event that his/her ability to earn a livelihood without violation of such restrictions is a material condition to his retention by BWR.

26. Warranty against prior existing restrictions: The Sales Representative represents and warrants to BWR that s/he is not a party to any Contract containing a non-competition clause or other restriction with respect to:

(A) the services which s/he is required to perform hereunder; or

(B) the use or disclosure of any information directly or indirectly relating to BWR's business, or the services s/he is required to render pursuant hereto.

27. Prohibition against assignment: The Sales Representative agrees, for himself and on behalf of his successors, heirs, executors, administrators, and any person or persons claiming under him of virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve BWR of any and all obligations or liability hereunder.

28. Severability: If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

29. Rights upon termination: Upon the expiration of this Contract for any reason, whether with or without cause, the Sales Representative shall be entitled only to accrued commissions on those sales already accepted by BWR prior to the effective date thereof. Such accrued commissions shall be paid to the Sales Representative within thirty (30) days of BWR's receipt of the applicable invoice amounts.

- 30. Binding-effect: This Contract shall be binding upon, and inure to the benefit of, BWR and BWR successor, assigns, heirs, legal representatives, executors, and administrators. BWR reserves all rights not expressly granted herein.
- 31. Readings: The headings in this Contract are inserted for convenience only and shall not be considered in interpreting the provisions hereof.
- 32. Written Notice: For purposes of this Contract, written notice may consist of U.S. mail (return receipt), UPS letter (with tracking number), fax or email (with delivery receipt). The mailing address, fax and email addresses shown herein shall be used for this purpose.
- 33. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed a Contract on the date and year first written below.

Sales Representative:

Signature: _____ Date: _____

Print Name: _____

Street: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

Sworn to before me this _____ day of , 20_____

Seal

Notary Public at large
Commission expires on _____

Better World Resources

Valery Shkurinsky Date: _____