

INDEPENDENT AGENT AGREEMENT

This **Independent Agent Agreement** (the “**Agreement**”) is entered into as of [**Effective Date**], by and between [**Your Legal Company Name**], a [State of Incorporation] [Entity Type] with a principal place of business located at [Company Address] (hereinafter, the “**Company**”), and [**Agent’s Full Name**], an individual residing at [Agent’s Address] (hereinafter, the “**Agent**”). The Company and the Agent may be collectively referred to as the “**Parties**” or individually as a “**Party.**”

RECITALS

WHEREAS, the Company is engaged in the development, marketing, and sale of wellness-related products and services and seeks to expand its market reach through independent contractor-based lead generation efforts;

WHEREAS, the Agent represents that they possess the requisite skills, experience, and network to provide lead generation and promotional services on a commission-only basis;

WHEREAS, the Company desires to engage the Agent as an independent contractor, and the Agent desires to accept such engagement under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.1 “Lead”

Shall mean any prospective customer or client who expresses interest in the Company’s products or services as a result of the Agent’s promotional or outreach activities.

1.2 “Closed Sale”

Shall mean a successful transaction whereby a Lead completes a purchase of the Company’s product or service, and such purchase is not refunded or canceled during the applicable refund period.

1.3 “Confidential Information”

Shall mean all non-public, proprietary, or sensitive information disclosed by the Company to the Agent, whether written, oral, electronic, or visual, including but not limited to business plans, pricing models, customer lists, product information, marketing strategies, trade secrets, and other intellectual property.

1.4 “Territory”

Shall mean the geographical area or market segment in which the Agent is authorized to promote the Company’s products, as may be specified or amended in writing by the Company from time to time.

2. ENGAGEMENT AND NATURE OF RELATIONSHIP

2.1 Engagement

The Company hereby engages the Agent, and the Agent hereby accepts such engagement, to perform independent lead generation, promotion, and client referral services for the Company within the Territory.

2.2 Independent Contractor Status

The Parties acknowledge and agree that the Agent is an **independent contractor**, and nothing contained herein shall be construed to create an employment relationship, partnership, joint venture, agency, or fiduciary relationship of any kind.

3. DUTIES AND RESPONSIBILITIES OF AGENT

The Agent shall:

- Actively promote the Company's products and services using ethical and professional marketing practices;
- Generate qualified Leads and assist in converting such Leads into Closed Sales;
- Abide by all policies and brand guidelines as communicated by the Company;
- Refrain from making any representations or warranties not authorized by the Company;
- Obtain **written authorization** prior to using any Company trademarks, logos, or proprietary materials in promotional content.

4. COMMISSIONS AND COMPENSATION

4.1 Commission Structure

The Agent shall be entitled to receive a **commission of fifteen percent (15%)** of the net revenue derived from each Closed Sale directly attributable to the Agent's efforts.

4.2 Payout Terms

- Commissions shall be calculated and paid on a **biweekly basis**.
- No commissions shall be payable until the **Company's 14-day refund period** has lapsed without the transaction being reversed or refunded.
- The Company shall issue a statement of commission earnings with each payout.

5. CONFIDENTIALITY AND PROPRIETARY RIGHTS

5.1 Confidentiality Obligations

The Agent agrees to maintain in strict confidence all Confidential Information and shall not, directly or indirectly, disclose, use, or exploit such information for any purpose other than performance of their obligations under this Agreement.

5.2 Ownership of Materials and Leads

All Leads, content, materials, data, reports, and work product generated by the Agent in connection with this Agreement shall be deemed “**work made for hire**” and shall be the **exclusive property of the Company**. To the extent such rights do not automatically vest in the Company, the Agent hereby irrevocably assigns all such rights to the Company.

6. NON-SOLICITATION

The Agent covenants and agrees that during the Term of this Agreement and for a period of **twelve (12) months** following its termination, the Agent shall not:

- Solicit or induce any customer, client, or vendor of the Company to discontinue or alter its relationship with the Company; or
- Recruit or solicit any employee, contractor, or agent of the Company for employment or engagement with any competing business.

7. INSURANCE REQUIREMENTS

The Agent shall maintain, at their own cost and expense, **general liability insurance** in an amount sufficient to cover the performance of their services and shall provide proof of such insurance upon the Company’s request.

8. REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

The Agent represents and warrants that:

- They have the full legal capacity and authority to enter into this Agreement;
- They shall comply with all applicable laws and regulations in the performance of their duties;
- They have truthfully disclosed any and all **prior felony convictions**, and acknowledge that failure to do so shall be grounds for immediate termination.

9. TERM AND TERMINATION

9.1 Term

This Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with this Section.

9.2 Termination at Will

Either Party may terminate this Agreement **at will**, with **ten (10) calendar days' prior written notice** to the other Party.

9.3 Termination for Cause

The Company may terminate this Agreement immediately upon written notice in the event of:

- Breach of this Agreement;
- Misrepresentation or dishonesty;
- Unauthorized use of Company materials or trademarks;
- Failure to comply with applicable law or policy.

10. DISPUTE RESOLUTION AND GOVERNING LAW

10.1 Mediation and Arbitration

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement:

1. The Parties shall first attempt to resolve such dispute through **good-faith mediation**;
2. If mediation is unsuccessful, the dispute shall be submitted to **binding arbitration** conducted in accordance with the rules of the American Arbitration Association.

10.2 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the **State of California**, without regard to its conflict of laws principles.

11. GENERAL PROVISIONS

11.1 Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings.

11.2 Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

11.3 Severability

If any provision herein is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.4 Electronic Signatures

This Agreement may be executed in counterparts, including via electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Independent Agent Agreement
as of the Effective Date written above.

By: _____

Name: _____

Title: _____

Date: _____,20_____

Independent Agent

Signature: _____

Name: _____

Date: _____,20_____