

Independent Sales Contractor Agreement

This agreement is between Jampak Import Company Ltd. (Jampak) and _____ (The Sales Contractor). Jampak Import Company Ltd. is to be referred to as Jampak in this agreement.

Jampak is engaged in the marketing and sales a variety of merchandises and offers services such as hosting bridal registries online, and sourcing textbooks and other desired products. _____ (The Sales Contractor) desires to sell Jampak's products and services in accordance with the terms and conditions of this agreement.

Jampak hereby appoints _____ (The Sales Contractor) as an authorized nonexclusive independent representative to sell and promote all products and services provided by Jampak.

1. All agreements are for the term of one year. At the end of one year the contractor can sign another agreement or terminate his or her contract agreement. The Sales Contractor can terminate this contract in writing at any time and for any reason. Jampak can terminate this contract in writing at any time and for any reason.
2. The Sales Contractor is to collect payment for merchandise on behalf of Jampak and pay to the Managing Director or appointed officer by the last Friday of each week. Commission will be calculated from the margin of the primary sale of the products and not from freight, shipping, packaging, wrapping or any additional charge to the customer. Commission will be paid between the 3rd and the 5th of the month calculated from sales generated in the preceding month. Incentive increases will be awarded when monthly targets are achieved as listed below.

Commission will be calculated based on the amount of sales generated in a given month as follows:

Sales (JMD)	% of Margin used to Calculate Commission
Up to \$20,000.00	15%
Between \$20,000.01 & \$50,000.00	20%
Between \$50,000.01 & \$100,000.00	25%
Between \$100,000.01 & \$500,000.00	30%
Between \$500,000.01 & \$1 Million	35%
Above \$1,000,000.01	50%

3. The Sales Contractor may offer these value added services, such as delivery or wrapping, once he/she has been trained and approved by a Jampak officer. In such a case, the Sales Contractor will be paid the full amount of the value added service, as shown on the invoice, at the time the commission is paid.
4. The Sales Contractor shall bear the cost of products or other Jampak's property, including swipe card machines, promotional paraphernalia, etc., that are damaged, lost, or stolen while in his/her possession or while assigned to him/her.
5. Jampak reserves the right to deliver products to customers via a courier service or delivery contractor of Jampak's choice.
6. The Sales Contractor shall bear the cost for products that he/she delivers for which payments are not collected after a period of 30 days.
7. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Jampak and The Sales Contractor. The Sales Contractor shall be an independent contractor. Jampak shall not be required to withhold any amounts for the government or income tax or NHT or NIS under this agreement. The Sales Contractor shall not be considered an employee of Jampak and shall not be entitled to participate in any plan, arrangement or distribution by Jampak pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Jampak's employees. The Sales Contractor shall be free to utilize

his time, energy and skill in such manner as he deems advisable to the extent that he/she is not otherwise obligated under this Agreement.

8. The Sales Contractor shall bear any and all costs or expenses incurred by The Sales Contractor to perform his/her obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses, telephone expenses, receipt books, and business cards. Sales flyers will be provided at Jampak's expense. The Sales Contractor can pay for additional advertisement tailored to increasing his/her sales.
9. The rights and duties of The Sales Contractor under this Agreement are personal and may not be assigned or delegated without prior written consent of Jampak Import Company Ltd.
10. The Sales Contractor is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Jampak's products and services without express written authorization from Jampak.
11. The Sales Contractor shall indemnify and hold Jampak harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of The Sales Contractor or his/her agent or representatives.
12. Jampak shall indemnify and hold The Sales Contractor harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Jampak or its employees.
13. 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.

By:

Director _____ Date _____

Witness _____ Date _____

"The Sales Contractor " _____ Date _____

Witness _____ Date _____

Jampak Import Company Ltd

The Sales Contractor's Address

7A Barbados Ave.

Kingston 5

Jamaica, W.I.
