

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("Agreement") is entered into on this the \_\_\_\_ date of \_\_\_\_\_, 2013, by and between Great Ideas Marketing Group, Inc. ("Company"), a Pennsylvania corporation with its principal place of business located at 609 Felton Ave, Sharon Hill, Pennsylvania 19079 and \_\_\_\_\_ ("Contractor").

WHEREAS, Company provides marketing, promotional, and sales programs as well as product promotions and demonstrations; and,

WHEREAS, Company is retained primarily by commercial or financial institutions, marketing firms, and brokers of marketing firms (any of the foregoing referred to herein as the "Client"); and,

WHEREAS, Contractor has the requisite experience and knowledge to provide marketing, promotional, and sales representative services as set forth more specifically in this Agreement; and,

WHEREAS, the parties wish to enter into this Agreement pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as set forth below.

1. Contractor's Services. Contractor shall, from time to time as agreed upon by the parties, provide marketing, promotion, and sales representative services on behalf of Company. As appropriate, based on the scope of the services provided, Contractor shall: (i) Set up a displays, solicit credit card applications, promote a product, sell a product, and perform all tasks necessary or reasonably related thereto; (ii) determine the best use and most effective display of any provided marketing displays and resources that promote the products (if appropriate, Contractor may utilize any background data and other information provided by Client that Contractor deems useful in designing displays and promoting products); and (iii) conduct itself professionally and take such reasonable steps as may be necessary to maintain a good working relationship between Company and Client.

2. Training. Contractor represents that Contractor has sufficient skill, knowledge, and experience to provide the services, and Company shall not train or supervise Contractor in its performance. The Client or Company may require Contractor to provide information upon the completion of a project to (i) prove that Contractor actually completed the particular project; (ii) fulfill any of Company's legal or contractual obligations to third parties; and (ii) gather information necessary to evaluate the effect of a particular promotion. Contractor will attend and complete any training required by the Client.

3. Contractor's Additional Responsibilities. In addition to the responsibilities set forth above, Contractor shall: (i) though free to determine, in Contractor's sole discretion, the methods and techniques to be employed in marketing of the Client's products or services, use only such methods and techniques that are generally acknowledged within the marketing industry to be good and reputable; (ii) pay its own expenses accrued in the

performance of its obligations hereunder; (iii) provide its own equipment and promotional items (to the extent that the Client does not provide promotional items); and (iv) provide its own vehicles and transportation.

4. Contractor's Additional Rights. Contractor shall have the following rights in addition to those set out elsewhere in this Agreement: (i) the right to accept or reject projects offered by the Company without incurring any liability or otherwise being disqualified from consideration by Company for future available projects; (ii) the right to select particular projects from the ones made available by Company on a first come first serve basis; (iii) market or promote its services to the general public; (iv) provide services for unrelated third parties to the extent such services do not impede or otherwise interfere with Contractor's performance under this Agreement; and (v) control the manner in which the services are provided to Company, provided that Company take reasonable measures to ensure that Contractor is in compliance with this Agreement.

5. Contractor's Employees. Contractor shall have the right to retain its own employees, at Contractor's own expense, in performing the services. Contractor shall indemnify Company and hold it harmless from an claim or liability which may arise from the use of such employees, including without limitation payment of any federal or state taxes or unemployment insurance or claims, maintenance of worker's compensation insurance as mandated by applicable law and payment of any claims under any such law; claims arising under Title VII of the Civil Rights Act of 1964 or any state counterpart; or any other federal, state, or municipal law, rule, or regulation governing the relationship between employer and employee.

6. Failure to Complete a Project. Contractor shall complete each promotion referred to it by Company and shall forfeit all payment for services rendered in the event of a failure to complete all obligations with respect to a particular promotion, provided that nothing herein shall be deemed to limit or restrict any right to recovery or action which may be brought by Company in the event of non-completion of a project or any other breach of this Agreement.

7. Payment to Contractor. Compensation shall be on a job by job basis for each completed promotion provided that Contractor performs services in accordance with the terms, duties and obligations set forth herein. The Company does not guarantee Contractor a minimum amount for services performed hereunder. All fees are determined on either a flat fee or commission basis and are subject to change at Company's sole discretion.

8. Relationship of the Parties. Contractor is at all times an independent contractor of Company. Nothing herein shall be construed to create the relationship of master and servant, principal and agent, or employer and employee between the parties. The following provisions shall apply to the relationship between the parties: (i) the parties acknowledge that they are not creating the relationship of master and servant or employer and employee; (ii) payments shall be strictly commission-based, and Contractor shall not be entitled to any hourly or other remuneration except as set forth expressly in this Agreement; (iii) Company shall exercise no more control over Contractor's work than is necessary to effectuate the terms and purposes of this Agreement; (iv) the parties are engaged in distinct businesses, and nothing herein shall restrict Contractor from incorporating or otherwise governing the operation of its business in any way so as not to interfere with Contractor's obligations under this Agreement; (v) the parties acknowledge

that the services performed by Contractor for Company are not such that would generally be done under the direct supervision of Company, and Company shall not directly supervise Contractor in the performance of his work, except as is reasonable to assure compliance with this Agreement; (vi) the parties acknowledge that there are specified skills and knowledge required to provide the services required of Contractor under this Agreement; (vii) Contractor shall provide its own tools, implements, instruments, and other materials for the performance of the work, and may, but is not required to, work from Company's facilities, or may provide at its own cost and expense its own facilities; (viii) Contractor is not entitled to any term of employment, and is responsible for providing his own benefits, including without limitation health insurance, disability insurance, or worker's compensation insurance, and, in the event that he hires or retains others to perform the services required of him under this Agreement, he shall be solely responsible for any wages, salaries, benefits, insurance (including worker's compensation coverage as required by law), or any other compensation or incident of employment required by law, and shall indemnify and hold Company harmless with respect to same; and, (ix) the parties agree that the work to be performed by Contractor is not part of the regular work performed by Company.

9. No Ongoing Relationship Contemplated. The parties do not intend this Agreement to represent a promise of any long term, permanent, or continuing relationship by and between them.

10. Assignment. This Agreement shall inure to the benefit of each party, its successors and assigns, and shall be binding on each party and its successors and assigns. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment made without such written consent shall be void.

11. Waiver. Failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

12. Attorneys' Fees. In the event that either party files suit or commences arbitration with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recoup from the other its costs, including without limitation its reasonable attorneys' fees, in bringing or defending such proceedings.

13. Force Majeure. Neither party shall be liable to the other in the event that the performance of any obligation hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social unrest, work stoppage, act of terrorism, and Acts of God. Each party shall resume performance pursuant to the provisions of this Agreement upon the abatement of the *force majeure*.

14. Forum Selection & Jurisdiction. This Agreement shall be construed pursuant to the laws of the State of Tennessee. Without affecting or altering the provisions of the Arbitration section of this Agreement, any lawsuit brought to interpret or enforce the terms of this Agreement shall be filed in the Chancery Court for Davidson County, Tennessee. The parties hereby waive any defense of improper venue, lack of personal jurisdiction, or *forum non conveniens*.

15. Indemnification. Each party ("the Indemnifying Party") shall indemnify and hold

harmless the other party, its officers, directors, employees, shareholders, agents, partners, members, successors, and assigns (each "an Indemnified Person") from and against any and all demands, claims, causes of action, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable expenses, costs, and attorneys' fees) asserted by any third party against an Indemnified Person, resulting from any breach of the Indemnifying Party's representations and warranties, any breach or nonfulfillment in the performance of the Indemnifying Party's covenants and agreements, or gross negligence by an agent or independent contractor of the Indemnifying Party in connection with the performance of the Indemnifying Party's covenants and agreements hereunder. In addition, Contractor shall hold Company harmless and indemnify it from any demands, claims, causes of action, losses, damages, liabilities, costs, and expenses (including without limitation, reasonable expenses, costs, and attorneys' fees) arising from the negligent, reckless, or willful conduct of Contractor, its employees, agents, representatives, assigns, contractors, directors, owners, shareholders, members, partners, or joint ventures in the performance of any service on behalf of Company.

16. Non-solicitation. Neither party shall, during and for one (1) year after the termination of this Agreement or any extension thereof, solicit, offer, employ, or hire any present or former employee, consultant or agent of the other party, who works or has worked within the twelve (12) month period preceding the date of such activity on a project covered by this Agreement, or in any way encourage any such person to leave the other party, to work for the soliciting, offering or encouraging party. The parties further agree that an exception to this requirement will occur when a current or former employee of either responds without direct solicitation to an employment posting of a recruiting party.

17. Intellectual Property. Contractor acknowledges that it may be provided access to or required to use the trade dress, trademarks, or other intellectual property of the Client in performing the services. Contractor agrees that it will only use the Client's intellectual property in the legitimate performance of the services and for no other reason, will follow any instructions provided to it by the Client with respect to the intellectual property (whether communicated directly by the Client or through Company), and shall not act in any way to infringe upon or challenge Client's ownership of that intellectual property.

18. Legal Remedies Insufficient. The parties acknowledge that a breach of the provisions of the Non-Solicitation and/or Intellectual Property provisions of this Agreement are such that legal remedies alone would be insufficient to protect the rights and interests of the parties. The parties further agree that a party adversely affected by a breach or potential breach of either the Non-Solicitation and/or Intellectual Property sections, or both, may petition the court of competent jurisdiction for a restraining order, injunction, or such other equitable remedy as it may deem appropriate, and any defense to the inapplicability or inappropriateness of such equitable remedies is waived.

19. Merger. This Agreement represents the entire understanding by and between the parties, and supersedes any other representations, promises, or statements not wholly consistent herewith. This Agreement may only be modified by a writing signed by both parties.

20. Severability. The provisions of this Agreement are severable. Should any part or portion hereof be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portion shall remain in full force and effect.

21. Survival of Provisions. Sections shall survive its termination and remain in full force and effect thereafter.

22. Exclusion of Remedies. In no event shall either party be liable to the other for any incidental, indirect, special, consequential, or punitive damages, regardless of the nature of the claim or liabilities to third parties arising from any source, even if the party to this Agreement has been advised of the possibility of damages.

23. Termination. Contractor may terminate this Agreement upon thirty (30) days written notice to Company. Company may terminate this Agreement upon five (5) days written notice to Contractor. Provided, however, that in the event that one party has a reasonable belief that the other has engaged in gross misconduct or has otherwise acted or failed to act in such a manner as to cause or potentially cause the other party to breach any of its contractual obligations, such affected or aggrieved party may terminate this Agreement immediately.

24. Mutual Warranties. Each party hereby represents and warrants that (i) it has the legal right and authority to enter into and perform the obligations set forth in this Agreement, (ii) execution and performance of this Agreement will not violate any valid court order or applicable law or legal provision or constitute a breach of any contract or other obligation such party, (iii) there is no other reason, currently existing or anticipated, that would render it unable to fully perform its obligations hereunder, and (iv) that this Agreement, upon execution and delivery, shall constitute a valid and binding obligation of each party and will be enforceable against such party pursuant to its terms.

[SIGNATURE PAGE FOLLOWS]

**AGREED TO, UNDERSTOOD, & ACKNOWLEDGED:**

\_\_\_\_\_

\_\_\_\_\_  
[Contractor]      Sign Name Above

*Print Clearly.*

First Name	Last Name

Street Address	City	State	Zip

Phone (Cell)	Other (Work, Home, etc)

Email	Social Security #