

## SALES AGENT AGREEMENT

This Agreement (the "Agreement"), made and entered into by and between E-JAM, Employment Jamaica, Ltd. (the "Company") and \_\_\_\_\_ (the "Sales Agent" or "You"), contains the complete terms and conditions that apply to your participation in the E-JAM, Employment Jamaica, Ltd Sales Agent Program (the "Program").

1. The Sales Agent is a self-employed, independent contractor of the Company and earns solely commission-based income. Nothing in this Agreement will create any partnership, agency, sales representative, or employment relationship between a Sales Agent and the Company.
2. The Sales Agent shall fill out an application form; provide an updated resume, a copy of a driver's license, or TRN card and a passport size photograph. The Sales Agent shall furnish valid and permanent contact information as required for the application. It is at E-JAM's sole discretion to approve or disapprove Sales Agent's application. Once the application is approved, Sales Agent will receive a Referral Code to be used for commission tracking and payment purposes.
3. Sales Agent shall sell the Company's online services including Job Ad Postings and Resume Search.
4. Sales Agent agrees to assist the Company in all collection efforts from non-paying customers in your territory upon Company's request. Notwithstanding the foregoing, the Company shall deduct commission on credits, returns, and bad debts from your commission statement as they become due. For the purposes of this Agreement, bad debts are defined as uncollectible invoices exceeding 60 days,
5. Sales Agent covenant and agree that during the term of this Agreement, you shall not sell, promote or offer for sale, directly or indirectly, any product which might in any way be deemed competitive to our product and that you presently carry no product which is competitive with said product. Notwithstanding the foregoing, you agree to notify the Company in writing of all future products with the name of the manufacturer you intend to carry, competing, or otherwise, before your representation of same. This covenant shall become a material part of this Agreement.
6. Sales Agent agrees to bear all expenses incurred in your sales endeavors except those which the Company agrees to pay for.
7. Sales Agent agrees to make no representations, warranties or commitments binding the Company without the Company's prior consent. Sales Agent will execute no agreement on behalf of the Company nor shall you hold yourself out as having such authority. In addition, you warrant and represent to the Company that you are free to enter into this Agreement and that this does not violate any agreement heretofore made by you.
8. Sales Agent agrees that if a motor vehicle is used to conduct business during the term of this Agreement, that the Company will not be held responsible for any damage, or loss sustained by the use of said automobile during the term hereof.
9. Sales Agent shall notify the Company of all employees Sales Agent intends to hire, who shall assist in representing the Company's products no less than five (5) working days prior to their representation of same.
10. Sales Agent shall be compensated by the Company solely by commission payment of 25% gross of sale.

11. If Sales Agent refers other Sales Agents to the Company and they are approved for the Program, Sales Agent will receive a five (5%) percent commission on their sales for the first six months in which they are in the program.
12. To enable the Company to track new customers and pay appropriate commissions, the Sales Agent must have the customer make payment either online with a credit card; by cheques, direct bank deposit, or wire transfer.
13. The Company will pay commission checks to Sales Agent bi-weekly. Commission cheques will be sent to the Sales Agent's address as written on the application form, or special arrangements can be made for direct bank deposit. If a sale is terminated by a customer and a refund is due, any previously paid commission related to the sale will be deducted from the next commission payment earned.
14. Please note that an increase in fees for the Company's online services (Job Ad Postings and Resume Search) do not automatically mean an increase in Sales Agent commission.
15. In no event will the Company be liable for more than one single commission for each sale. Should more than one Sales Agent claim any right to a commission, a single commission will be apportioned among the claimants as determined at the discretion and best judgment of the Company.
16. Sales Agent hereby covenant, warrant and represent that both you and your employees will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, manufacturing processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining you from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.
17. The Company will follow and comply with all the Jamaican tax laws. Sales Agent is responsible and fully liable for any tax consequences derived from the receipt of a commission under this Agreement and will indemnify and hold the Company harmless for any lack of compliance with tax obligations related to any commission received.
18. This Agreement can be terminated by either party at any time without any reason by giving the other party written or email notice of termination. Upon closure of an account, any pending transactions will be processed. Any funds that are being held in custody for Sales Agent at the time of closure, less any applicable fees, will be paid. However, Sales Agent may not seek closure of the account as a means of evading customer responsibilities or disputes. If pending issues or customer disputes remain at the time Sales Agent account is closed, Sales Agent shall authorize the Company to hold commission payments indefinitely to protect the Company for possible sale reversals or customer disputes.
19. Sales Agent may not assign its interest in the Agreement without the Company's consent.
20. All intellectual property rights are reserved to the Company.
21. These Terms and Conditions shall be governed, interpreted, and enforced by the Laws of Jamaica.
22. Sales Agent agrees not to use e-mail addresses of the Company's customers to send unsolicited e-mails.
23. The Company may modify any of the terms and conditions of this Agreement at any time at its sole discretion. Sales Agent shall be notified by email.
24. Sales Agent agrees to indemnify and hold the Company, its agents, affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) made or incurred by you or any third party arising out-of or relating to your participation of this Sales Agent Program. The Company shall not be held liable for any indirect, incidental, special or consequential damages or any loss of revenue, profits, data or intangible assets arising under or with respect to this Agreement or Sales Agent's participation of the Program.
25. Neither party has the right to create any obligation binding on the other except as expressly authorized in this Agreement.

The Sales Agent's signature at the bottom of this page will indicate the acceptance of the terms and conditions herein stated and thereafter this Agreement shall constitute the whole and complete

agreement concerning the Contractor's engagement for the Company which may not be orally modified or extended.

ACCEPTED: THIS DAY OF, \_\_\_\_\_ 2009

Consented and Agreed to:

---

Print Name

---

Signature