



P: 800.447.3177



F: 541.344.7429



1450 Westec Dr., Eugene, OR. 97402

Independent Contractor Agreement: Sales Agent

This Independent Contractor Agreement (Agreement) is entered into as of _____, 20____, by and between Health and Safety Institute, an Oregon Corporation, having its principal place of business at 1450 Westec Dr., Eugene, OR 97402 (HSI), and _____, an individual or business having a principal place of business at _____ ("Contractor").

Now, therefore, in consideration of the premises and mutual covenants hereinafter continued, the parties hereto agree as follows:

1. Independent Sales Agent

A. With Reference to the Following Recitals:

- 1) HSI desires to have Contractor provide quotes of AEDs, AED accessories, and PRESTAN CPR training equipment, and provide services to clients of HSI on behalf of HSI and Contractor is willing to do so, on the terms and conditions set forth herein, as an Independent Sales Agent.
- 2) Contractor is a professional salesperson with unique skills and training relevant to sales of products which HSI sells. As such, Contractor shall receive no special training from HSI.
- 3) Contractor acknowledges that Contractor is engaged in an occupation or business distinct from HSI.
- 4) HSI desires to retain Contractor from time-to-time to provide quotes and effectuate sales to clients of HSI and Contractor is willing to do so, on the terms and conditions set forth herein.
- 5) Contractor acknowledges that Contractor is not entering into an employee/employer relationship.
- 6) Except as provided in this Agreement, Contractor shall perform work for HSI under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar services to other clients or customers, provided that such work does not interfere with the ability of the Contractor to fulfill its obligations to HSI under this Agreement on a timely basis.

B. The Products:

- 1) AEDs and Accessories
- 2) AED Medical Direction/Program Management
- 3) AED cabinets, signs and prep kits
- 4) PRESTAN CPR Training Equipment
- 5) Refer to the *Independent Sales Agent Resource Guide* for products and pricing.

C. Roles and Responsibilities:

- 1) Independent Sales Agent:
 - a. Follow processes described in the *Resource Guide*.
 - b. Identify self to potential clients as an Independent Sales Agent of HSI.
 - i. Not an employee of HSI
 - ii. Authorized to quote AEDs and PRESTAN CPR training materials sold by HSI
 - c. Actively promote AEDs and PRESTAN CPR training materials to potential clients.
 - d. Determine clients' needs and provide a quote.
 - i. Client price varies depending on quantity as defined by price list
 - e. Provide HSI with a completed *Order Request Form*.
 - i. Complete Client information
 - ii. Quoted equipment including Product Codes and Pricing
 - iii. Email digital Order Request Form directly to AED@hsi.com.

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2) HSI:

- a. Maintain status as authorized distributor of AED and PRESTAN products.
- b. Supply Independent Sales Agent with current pricing and marketing information.
- c. Provide written quotes when quantity minimums are met. (More than 4 AED units)
 - i. Quote will be sent directly to Sales Agent to present to client
- d. Process Orders and Track AED units.
- e. Assist client with:
 - i. Device tracking/recalls
 - ii. Accessory reminders
- f. Provide Independent Sales Agent with product updates.

D. Payment

- 1) Independent Sales Agent is paid an Agent Finder's Fee based on the final discount offered to the client.
- 2) Payment Terms:
 - a. The Sales Agent fee is paid within 45 days after delivery of the AED order.
 - b. The Sales Agent fee is not paid if the AED or Equipment order is returned by the client.
- 3) Independent Sales Agent Fee Calculation
 - a. Sales agents are paid a fee based on the package selected and the profit margin.
 - b. See the "Agent Profit" column on the confidential price lists located in the Independent Sales Agent Resource Guide.

2. Independent Contractor: Contractor acknowledges and agrees that he or she is an independent contractor and not an employee of HSI and that it is Contractor's obligation to report as income all compensation received from HSI pursuant to this Agreement. Contractor further acknowledges and agrees that HSI shall not be obligated to pay withholding taxes, social security, unemployment taxes, disability insurance premiums, worker's compensation or similar items, in connection with any payments made to the Contractor pursuant to the terms of this Agreement. All such costs shall be Contractor's responsibility.

3. Proprietary Information:

- A. **Defined:** For purposes of this Agreement, "proprietary information" shall mean any information relating to the business of HSI or any entity in which HSI has a controlling interest and shall include (but shall not be limited to) Contractor's fees, all course materials, device material, trade secrets, information encompassed in all drawings, designs, programs, plans, formulas, proposals, marketing and sales plans, financial information, costs, pricing information, client information, and all methods, concepts or ideas in or reasonably related to the business of HSI.
- B. **Confidentiality:** Contractor agrees to regard and preserve as confidential, all proprietary information, whether Contractor has such information in memory or in writing or other physical form. Contractor shall not, without written authority from HSI to do so in a specific instance, directly or indirectly, use any proprietary information for the benefit or purposes of Contractor or others, or disclose proprietary information to others, either during the term of Contractor's engagement hereunder or thereafter, except as required by the conditions of Contractor's engagement hereunder.
- C. The foregoing obligations of this Section shall not apply to any part of the information that has been disclosed in publicly available sources of information, or is, through no fault of the Contractor, hereafter disclosed in publicly available sources of information.

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4. **Injunctive Relief:** Contractor acknowledges that the injury to HSI resulting from any violation by it of any of the covenants contained in this Agreement will be of such a character that it cannot be adequately compensated by money damages, and, accordingly, HSI may, in addition to pursuing its other remedies, obtain an injunction from any court having jurisdiction of the matter restraining any such violation; and no bond or other security shall be required in connection with such injunction.
5. **Indemnification:** Contractor shall indemnify and hold HSI harmless from and against all claims arising in favor of any person, client, firm or corporation on account of personal injury or property damage in any way resulting from the improper, negligent or illegal acts of Contractor, its employees or agents, or relating to any travel in connection with services performed hereunder. The foregoing indemnity shall include all costs incurred by HSI, including reasonable attorneys' fees and costs and expert witness fees and costs.
6. **Term:** While no services may end up being rendered per this Agreement, due to the nature of the relationship between the Parties, the term of this Agreement shall be for a period of one year commencing on the date the parties execute this Agreement, unless sooner terminated as herein provided; provided, however, that this Agreement shall be deemed renewed automatically on each anniversary of the date of this Agreement unless either party notifies the other in writing prior to such anniversary date. Notwithstanding the foregoing, either party may terminate this Agreement at any time on thirty (30) days written notice to the other party.
7. **Return of Property:** Upon termination of this Agreement, regardless of how termination is effected, or whenever requested by HSI, Contractor shall immediately return to HSI all equipment, documents, training aids, program information or other material or matters of any kind which relate to the performance by Contractor and which may be in Contractor's possession or control.
8. **Notices:** Except as otherwise specifically set forth herein, all notices shall be in writing and either delivered personally or sent via first class mail to the respective addresses of the parties set forth below or to such other address as any party may designate by notice delivered hereunder to the other party:

To HSI:

Health and Safety Institute
1450 Westec Dr.
Eugene, OR 97402
Email: aed@hsi.com
Fax: (541) 344-7429

To Contractor:

Email: _____
Fax: _____

9. General

- A. **Survival:** The terms and conditions of Paragraphs 2, 3, 4, 5, 6, 7 hereof shall survive the termination of this Agreement or completion of the services as the case may be.

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- B. **Assignment Prohibited:** As Contractor is being sought out because of Contractor's special skills, Contractor shall not assign this Agreement or delegate its duties hereunder and shall not subcontract any of the services to be performed hereunder without the prior written consent of HSI.
- C. **Relationship:** Contractor shall perform the Services as an independent contractor and shall not be considered an employee of HSI, joint venture or otherwise related to HSI for any purpose.
- D. **Governing Law:** This Agreement shall be governed by the laws of the State of California.
- E. **Entire Agreements:** This Agreement, together with the Independent Sales Agent Resource Guide, constitutes the entire understanding between Contractor and HSI respecting the services described herein.
- F. **Waiver or Modification:** The failure of either party to exercise its rights under this Agreement shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. No waiver or modification of this Agreement or of any provision hereof shall be valid unless in writing and duly executed by the parties.
- G. **Severability:** If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such or any remaining provision of this Agreement.
- H. **Disputes:** Should any disputes arise out of this Agreement, the Parties will first try to resolve the dispute informally. If informal efforts do not work, the Parties agree to submit the dispute to mediation. The prevailing party at mediation, will be entitled to reimbursement of their attorneys' fees and costs.
- I. **Nondiscrimination:** During the term of this Agreement, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age or physical handicaps.

In Witness Whereof, the parties hereto have duly executed this Agreement as of the date first above written.

"HSI"

By: _____
Mike Andolina, Sales Director

Date

"Contractor"

Contractor Signature

Date

Print Name

Title

Contractor Initials / Date _____