

Best Sharpener, LLC

INDEPENDENT CONTRACTOR AGREEMENT FOR STATE REPRESENTATIVES

- 1) **INDEPENDENT CONTRACTOR.** The parties to this Agreement, _____ (“Independent Contractor”) and Best Sharpener, LLC (“Supplier”), acknowledge that they have no employee – employer relationship. Independent Contractor is free from control and direction in the performance of the services provided to Supplier. Independent Contractor represents that he/she/it desires to set-up and operate a knife sharpening and sharpening supplies sales business pursuant to this Agreement. For purposes of Independent Contractor qualifying as an independent contractor, the degree of control exercised by Supplier over the performance of the Independent Contractor is strictly limited to the requirements of any state or federal statutes or regulations concerning independent contractors.
- 2) **EXCLUSIVITY OF WORK.** Supplier does NOT require Independent Contractor to work exclusively for Supplier. Supplier has no obligation to provide products or services to Independent Contractor in the event Supplier becomes insolvent or does not meet the terms of this agreement.
- 3) **QUALITY STANDARD.** Supplier does NOT, has NOT and will NOT establish a quality standard for the Independent Contractor, except that the Supplier may provide marketing plans regarding the products/services being offered by the Independent Contractor. In such case, the Supplier will NOT oversee the actual work or instruct the Independent Contractor as to how the work will be performed.
- 4) **TRAINING.** Supplier may provide training related to the products or services being offered. Supplier will NOT provide training regarding the work to be performed by Independent Contractor, except to the extent that such training is strictly related to familiarity with the products and services to be marketed by Independent Contractor.
- 5) **BENEFITS.** Supplier will NOT provide any employment benefits to the Independent Contractor.
- 6) **TIME OF PERFORMANCE.** Supplier will NOT dictate the time of performance to the Independent Contractor. The Independent Contractor will be expected to attend at least two shows per month in order to maintain the exclusive rights to sell Supplier’s products at trade shows within Independent Contractor’s state.
- 7) **NO COMBINATION OF BUSINESS OPERATIONS.** Supplier and Independent Contractor will NOT combine their business operations in any way or fashion and shall maintain all such operations separately and distinctly. Neither Supplier nor Independent Contractor shall have any right, power, or authority to enter into any

agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This Agreement does not create an association, joint venture, or partnership between the parties nor imposes any partnership liability upon either party.

- 8) **REBUTTABLE PRESUMPTION.** This Agreement creates a rebuttable presumption of an independent contractor relationship between the Supplier and the Independent Contractor. Pursuant to this Agreement, the Independent Contractor is not entitled to workers' compensation benefits and the Independent Contractor is obligated to independently pay federal and state income tax on any moneys earned pursuant to this contractual relationship.
- 9) **SCOPE OF BUSINESS RELATIONSHIP.** The scope of the business relationship between Supplier and Independent Contractor is as follows:
- a) Independent Contractor shall have exclusive rights to sell Best Sharpener, LLC's "Knife Sharpening Kits", belts and other sharpening supplies at all trade shows within the state of _____. To maintain these exclusive rights, Independent Contractor must attend at least two shows per month throughout the year. Otherwise, Best Sharpener, LLC reserves the right to award the exclusive state rights to another representative.
 - b) Independent Contractor agrees to purchase from Supplier the initial tools and inventory necessary to set-up its knife sharpening and supply operation at the trade shows. The cost of the set-up supplies is \$1,950 and is to be paid to Supplier at the delivery of this contract.
 - c) The supplies include a 6' work table, 4 sharpening machines, 8 Knife Sharpening Kits, 6 leather stropping belts, 6 each of 220, 320, 400, 600, 800, & 1,000 grit aluminum oxide belts, 6 diamond pocket sharpeners, 12 honing compounds, 3 paddle strops, state knife and gun show list, Excel inventory and show expense tracking report, signage, 100 repair tags, 500 business cards, promotion on EdgeMasters' website, 1-day of voluntary training in Colorado (State Rep pays for travel).
 - d) Supplier will provide Independent Contractor with marketing information and other information that will be helpful in the selling of products and services;
 - e) After each show, Independent Contractor will order any new products needed for the next show, which Supplier will sell to Independent Contractor at Supplier's wholesale price.
 - f) Independent Contractor acknowledges that outside of the exclusive rights provided through this agreement, Supplier maintains the right to market its

sharpening supplies and products in any state and/or country in any manner it deems appropriate at its sole discretion;

- 10) **WARRANTY.** Independent Contractor warrants that:
 - a) It has the right and authority to enter into this Agreement.
 - b) Any services provided shall conform with reasonable industry standards and Supplier's specified expectations.
 - c) Any services provided shall be performed in a good and professional manner.
 - d) It shall not violate or infringe upon any of Supplier's rights, including but not limited to, property, contract, employment, trade secret, confidential and proprietary information, or any trademark, copyright or patent rights; and
 - e) It shall not violate any applicable federal, state, or local laws, rules or regulations in the performance of services under this Agreement.
- 11) **CONFIDENTIALITY.** In the course of providing products/services hereunder, Independent Contractor may have access to confidential and proprietary information and materials of Supplier, Supplier's subsidiary company and/or Supplier's affiliate companies (Confidential Information). Confidential Information includes and is not limited to, information related to past, present or future research, development or business affairs, any proprietary documents, proprietary business plans, or any other information which provides Supplier, Supplier's subsidiary company and/or Supplier's affiliate companies with a competitive advantage. Confidential Information shall be used by Independent Contractor only in conjunction with the provision of marketing services hereunder and shall not be disclosed to any third party. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information. Upon Supplier's request or upon completion or termination of this Agreement, Independent Contractor shall return all Confidential Information to Supplier.
- 12) **TERMINATION.** Supplier may terminate the work of Independent Contractor during the contract period only if such Independent Contractor violates the terms of this Agreement or fails to produce a result that meets the requirements set forth in this Agreement. Upon termination of this Agreement, Independent Contractor shall cease all work and shall promptly return to Supplier all materials and Confidential Information provided to Independent Contractor in connection with this Agreement.
- 13) **NONCOMPETITION AND SOLICITATION.** Supplier may, in connection with this Agreement, disclose to Independent Contractor Confidential Information regarding sources of information on knife sharpening products. In consideration of this agreement, Independent Contractor agrees not to solicit or make contact with such

sources or contacts directly or indirectly, for any similar products during the term of this Agreement and for a period of three (5) years thereafter.

- 14) **PUBLICITY AND TRADEMARKS.** Independent Contractor shall not publicize or use the name or trademarks of Supplier in any manner, without the prior written consent of Supplier except to the extent Independent Contractor is marketing the products offered through the Supplier.
- 15) **LIMITATION OF LIABILITY.** Supplier shall not be liable for any of Independent Contractor's loss of profits, revenue, data or use or for any indirect, incidental, special or consequential damages, however caused, even if advised of the possibility of such damages.
- 16) **INDEMNIFICATION.** Independent Contractor shall indemnify and hold Supplier, its members, managers, officers, employees and agents harmless from any and all claims, liability, damages, losses and expenses arising from:
 - a) any personal injury (or death) or damage of any property arising out of or in any way connected with any act or omission by Independent Contractor in the provision of services under this Agreement; and
 - b) any taxes or other payments owed by Independent Contractor to any governmental agency as a result of any services provided hereunder, any compensation owed to any employee or independent contractor or subcontractor of Independent Contractor for services provided hereunder, or any determination that Independent Contractor is not an independent contractor.
- 17) **NONEXCLUSIVITY.** This Agreement is nonexclusive and the parties may enter into similar agreements with other parties without restriction as to number, location and application, except that Independent Contractor agrees not to enter into a similar agreement to market other knife sharpening products that are similar to or substantially the same as those developed and sold by Supplier.
- 18) **NOTICES.** Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage, to the intended recipient.
- 19) **NONWAIVER.** The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

- 20) **INVALID PROVISION.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable by a court of law, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed modified and valid to the extent of the scope and breadth permitted by law.
- 21) **JURISDICTION AND VENUE.** The Parties, by entering into this Agreement, submit to jurisdiction in Teller County, Colorado for adjudication of any disputes and/or claims between the Parties under this Agreement. Furthermore, the Parties hereby agree that the courts of Teller County, Colorado shall have exclusive jurisdiction over any and all disputes between the Parties relative to this Agreement, whether said disputes sound in contract, tort or other areas of the law.
- 22) **CUMULATIVE REMEDIES.** The rights and remedies afforded to either party pursuant to any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to either party by any other provision of this Agreement or by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.
- 23) **SUCCESSORS AND ASSIGNS.** Neither party may assign any rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment of rights shall not work as a novation of obligations hereunder without a prior written agreement. Any attempt to assign any rights, duties, or obligations hereunder without the other party's written consent will be void. Notwithstanding the above, either party may assign this Agreement to a surviving entity in connection with any merger, acquisition or consolidation.
- 24) **SURVIVAL.** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 14, 15, 16 17, 18, 19, 20, 21 24, 25, 26, 27, and 29 shall survive any expiration or termination of this Agreement.
- 25) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements of the parties with respect to the subject matter contained herein. Supplier shall not be bound by, and specifically objects to, any term, condition, or other provision inconsistent with or in addition to any provision of this Agreement that is submitted by Independent Contractor in any correspondence or any other document, unless Supplier specifically agrees to such provision in a written instrument signed by an authorized representative of Supplier. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.
- 26) **MODIFICATION.** Except as otherwise provided in this document, this Agreement may be modified, superceded, or voided only upon the written and signed agreement of the

Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of this Agreement.

- 27) APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado.
- 28) TERM OF AGREEMENT. This Agreement shall be effective indefinitely unless otherwise terminated in accordance with Paragraph 16 herein.
- 29) SIGNATURE AND ACKNOWLEDGEMENT. IN WITNESS HEREOF, Independent Contractor acknowledges with his/her signature below, that he/she has read and understands all of the terms and conditions of this Agreement and both Supplier and Independent Contractor acknowledge their acceptance of this Agreement by affixing their names and signatures hereto. Supplier and Independent Contractor further acknowledge that services performed pursuant to this Agreement shall commence as of the latest of the dates affixed hereto below.

SUPPLIER

INDEPENDENT CONTRACTOR

Printed Name

Printed Name

Signature

Signature

Title

Title

Dated: ____ of _____, 201__

Dated: ____ of _____, 201__