

CONTRACT FOR SERVICE

This Contract for Service details agreements made between ...

YOUR EXCHANGE NAME
Company” and

referred to as “The

referred to as “The Contractor”

- The company seeks to have a mutually satisfying relationship and retains the right to verify their expectations are being met.
- At all times contacts/prospects/members remain the ‘property’ of the Company and the Contractor will do nothing to compromise the relationship either during the period contracted to the Company or following termination of this Contract.

1. GENERAL

It is accepted that the Contractor is not an employee and nothing in this agreement shall constitute the relationship of employer and employee. Nothing in the Employment Relations Act nor other industrial legislation shall apply to this contract role.

The contractor shall –

- a. meet all own tax obligations, ACC levies and any other statutory charges.
- b. have deductions made from outstanding commissions for any unauthorized expenses or costs not approved by the Company.

2. ROLE

This role requires –

- c. a Weekly Reporting Sheet is submitted, detailing contacts/prospects either called or visited and the status of each contact/prospect called or visited.
- d. that visits to at least 4 non-member businesses are made per week.
- e. you will achieve 2 closed fully-paid sign ups per week
- f. you will visit at least 1 YOUR EXCHANGE member per week.
- g. you will make a minimum of 3 phone calls per week to current YOUR EXCHANGE members.
- h. you will attend at least 1 YOUR EXCHANGE function per month if required by the Company and if required, will assist with the organization.

3. COMMISSION & BONUS

There shall be 3 commission structures as follows –

- i. Self Generated Leads-
\$200.00 for every fully paid \$350.00 sign up.
\$125.00 for every \$250.00 sign up.
- j. Company Events where all call requirements re follow up of invitations have been fulfilled-
\$150.00 for every fully paid \$350.00 sign up. The total amount of signups completed at the event, shall be divided among all contractors who attend.
- k. Special Events when you have given no marketing or organizational input-
\$125.00 for every fully paid \$350.00 sign up. The total amount of signups completed at the event, shall be divided among all contractors who attend.

Bonus of T\$600 YOUR EXCHANGE Dollars will be paid when more than 16 sign ups are achieved in one month.

Bonus of T\$1200 YOUR EXCHANGE Dollars will be paid when more than 24 signups are achieved in one month.

The contractor will also receive 30% of all commission payments received by the company from the contractors' clients.

- o If the contractor terminates this contract within 12 months of starting, commission payments on sales made will cease from the final day on which the contract operates.
- o If the contractor terminates this contract after 12 months of its starting date, commission payments on sales made, shall be paid for an additional 6 months from the final date on which the contract operates.

4. TRAVEL & VEHICLE

The Contractor provides his own vehicle for day-to-day work and takes responsibility for all associated costs eg. insurance, registration, repairs and maintenance, traffic infringements etc.

- l. If, on occasion, the company requests the contractor to travel and use their own vehicle, reimbursement shall be made at the prevailing rate as set by the IRD – currently 0.28 cents per km. including gst.
- m. No reimbursement is paid for travel between the office and the contractor's home.
- n. No travel expenses will be paid to attend conferences & out of area events if the company is providing group transport.

Should the Contractor use a company vehicle s/he shall be responsible for any traffic infringements or damage incurred in the event of an accident.

5. EXPENSES

The company will pay –

- o. All accommodation requirements for out of town travel providing approved YOUR EXCHANGE members are chosen and providing the trip is on YOUR EXCHANGE business and approved by the Sales Manager.
- p. Meals at YOUR EXCHANGE member premises, to a maximum of T\$75 per day unless prior approval is received.
- q. Meal allowance of T\$75, for partners when they are present on authorized out of town travel.
- r. Minibar to a maximum of \$20 per night

It is agreed –

- o Late check outs will not be paid by the Company without prior approval.
- o Any soiling and/or damage of hotel/motel facilities will be paid for by the Contractor.

6. CONFIDENTIALITY

- o The contractor will have access to and/or acquire information, which is confidential to the Company. This includes, but is not limited to, client lists, business systems, sales and marketing strategies, financial information, and other commercially sensitive information.
- o The contractor shall not use or disclose any material or confidential information to any person/s in any manner whatsoever, without the prior consent of the Company either during the course of the contract nor at any time after termination of the contract, except information that is relevant to achieving the objectives of the contract as set by the Company.
- o The contractor shall not discuss the terms and conditions of this Contract For Service nor any aspect of his working relationship with any other party but shall keep all contractual matters confidential to him/herself and YOUR EXCHANGE NAME.
- o In particular, contractual matters are implicitly not to be disclosed to employees of the company as this information may compromise good employer / employee relationships.

Signed on behalf of the Company

Contractor

Date