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# SUSTAINABLE APPLICATIONS

Exceeding Client Expectations

## CONTRACTOR AGREEMENT

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Sustainable Applications, Inc (“Company”), and \_\_\_\_\_, (“Contractor”).

### 1. TERMS OF THE AGREEMENT

Under this agreement, you are being contracted as an independent consultant for the purpose of Communication Sales Consultant to Sustainable Applications, Inc. and an assigned Avaya Business Partner. Your primary duties include selling Avaya products and services through your own efforts by discovering and growing revenue opportunities and meeting sales objectives. The sales objectives may, at the discretion of the Company, be revised at any time.

### 2. DUTIES TO BE PERFORMED

Independent Contractor will at all times accurately represent assigned Avaya Business Partner, and work to the highest degree of customer satisfaction as well as:

- Generate sales using established sales techniques including cold calling, walking buildings email marketing for the assigned Avaya Business Partner.
- Conduct prompt customer needs assessment, and provide prompt proposals to those customers.
- Coordinate through the assigned Avaya Business Partner all customer installation details including programming and training needs.
- Submit all requested paperwork to Company and assigned Avaya Business Partner in a timely manner.
- Invoice the Company on all sales.

### 3. THE ASSIGNED AVAYA BUSINESS PARTNER WILL PROVIDE:

- Business card Templates
- pop 3 email address
- Lead generation tools and pre-sale, sales and technical support
- Product support through Avaya’s sales design and support center
- Lease processing through Avaya financial services
- Access to the Avaya Technical Services Organization/Business Partner Care Center
- Periodic sales assistance (e.g. participation in lead generation programs).

### 4. THE CONTRACTOR WILL PROVIDE:

\_\_\_\_\_ Contractor Initials

- Home office space as primary and **only place of work.**
- Laptop and printer
- Cell phone
- Broadband internet connection.
- All expenses excluding those stated in number 3.

## 5. COMPENSATION

As an Independent Contractor, you will not receive a fixed monthly draw, monthly allowance, expense reimbursement or be eligible for health insurance benefits.

Commissions **are not earned** until the system or services are installed and funded **on lease contracts.**

Commissions **are not earned** until the system or services are installed and paid in full **on purchases contracts.**

It is the entire responsibility of the Contractor to complete all aspects of the sale until the commission is earned. The Company is not responsible to pay commission on contracts that are not paid by the assigned Avaya Business Partner.

Contractors earn a commission rate of **40%** of Gross Profit on hardware margin.

The Company may choose to increase 40% percent on an individual case basis.

Contractors earn 20% commission on all Avaya products that that they are not authorized to sell.

Contractors earn 20% on leads provided by Sustainable Applications.

Sales of network services and non Avaya products will be paid in accordance to a separate agreement.

The Company may change the earned commission percentage and up front pay date at any time with a 30 day notice.

## 5. DISCONTINUATION OF SERVICES

The Contractor may discontinue providing services to the Company at any time but the terms of this contract will remain in effect. The Company may discontinue accepting the services of the Contractor at any time but the terms of this contract will remain in effect.

The Contractor agrees not to become an employee or an Independent Contractor or deal directly with any Avaya Business Partner including the assigned Avaya Business Partner for two years from the date of this agreement.

The Contractor agrees not to provide any services to any Avaya Business partners other than the assigned Avaya Business Partner through Sustainable Applications for two years from the signature date on the agreement.

The Contractor agrees not to provide any leads sales or services to any Avaya Business partners other than the assigned Avaya Business Partner through Sustainable Applications for one year from the signature date on the last order the Contractor Invoiced.

\_\_\_\_\_ Contractor Initials

Upon discontinuation of services to the Company, the Company shall pay any accrued but unpaid commissions after taking into account any debit or credit reconciliation outstanding for the Contractor and the Contractor shall repay any outstanding debits or commission deficits 30 days after the last commission the Contractor earns.

**6. CONFIDENTIALITY**

Confidentiality and Non-Compete Clause: As an independent Contractor you will have access to confidential and competitive information of The Company. You agree to retain such information in confidence and disclose it only on a need-to-know basis for approved business purposes of The Company. During your tenure with The Company, and for one year thereafter, you agree to not use, without the written permission of The Company, any such information (including but not limited to customers, customer lists, competitive marketing techniques, pricing information, customer files, strategies, etc.) to directly or indirectly compete with The Company. The Company considers any customers or information that you work with while working for The Company to be the exclusive property The Company, and that any solicitation of these customers or use of proprietary information to be a breach of this agreement. Upon departure from The Company, you also agree to return any and all information as stated above directly to the assigned Avaya Business Partner and the Company.

Your signature below will indicate acceptance of the above outlined agreement.

\_\_\_\_\_  
Contractor Name

**Sustainable Applications Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_ Contractor Initials