



HC Solutions Management

INDEPENDENT CONTRACTOR SALES MANAGER AGREEMENT

THIS INDEPENDENT CONTRACTOR SALES MANAGER AGREEMENT (the "Agreement" _ dated this _____ day of _____, 202____.

BETWEEN:

HC Solutions Management

a Michigan Limited Liability Company

P.O. Box 232, Carleton, Michigan 48117

(the "Client")

--AND--

_____, an individual

(the "Contractor")

BACKGROUND:

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in the Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this agreement) agree as follows:

3. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - a. Obtain New Clientele for the Client's Business
 - b. Recruit additional sales people as independent contractors and submit a copy of their signed contracts to jmichael@hcsmgmt.com
 - c. Provide regular reports at a frequency no less than bi-weekly.
 - d. The regular reports shall provide Business names of leads being or had been pursued, points of contacts for each lead, and business cards.
 - e. All reports shall be delivered via email to jmichael@hcsmgmt.com
4. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF THE AGREEMENT



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5. The term of this agreement (the “Term”) will begin on the date of the Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
6. In the event that either Party wishes to terminate this agreement, that Party will be required to provide at least 30 days’ notice to the other Party.
7. In the event that either Party breaches a material provision under the Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
8. This Agreement may be terminated at any time by mutual agreement of the Parties.
9. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

Performance

10. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

11. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

12. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Contractor as follows:
 - a. Forty (40%) Percent of the total profit created for HC Solutions Management from the addition of that new clientele for the first fifty-two (52) weeks of billing, paid as the new Clientele remits funds to cover the invoices.
 - b. Twenty (20%) Percent of the total profit created for HC Solutions Management from the addition of that new clientele for the second fifty-two (52) weeks of billing, paid as the new Clientele remits funds to cover the invoices.
13. For the services of any Salespeople recruited by the Contractor as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Contractor as follows:
 - a. Ten (10%) Percent of the total profit created for HC Solutions Management from the addition of that new clientele for the first fifty-two (52) weeks of billing, paid as the new Clientele remits funds to cover the invoices.
 - b. Five (5%) Percent of the total profit created for HC Solutions Management from the addition of that new clientele for the second fifty-two (52) weeks of billing, paid as the new Clientele remits funds to cover the invoices.
14. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses



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15. The Contractor will not be reimbursed for expenses incurred by the Contractor in connection with providing the Services of this Agreement, included by not limited to business cards, transportation, travel, lodging, per diem, food, phone, and mileage.

Confidentiality

16. Confidential information (the "Confidential Information") refers to any data or information relating to the business of Client which would reasonably be considered to be proprietary to the Client including, but not limited to , accounting records, contracts, business processes, and client records and that which is not generally known in the industry of the Client and where the release of the Confidential Information could reasonably be expected to cause harm to the Client.
17. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose and Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of the Agreement and will continue indefinitely.
18. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provide before or after the date of this Agreement or how it was provided to the Contractor.

Non-Competition

19. Other than with the express written consent of the Client, which will not be unreasonably withheld, the Contractor will not be directly or indirectly involve with a business which is in direct competition with the particular business line of the Client, divert or attempt to divert from the Client any business the Client has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to the expiration or termination of this Agreement, This obligation will survive the expiration or termination of this Agreement and will continue for five (5) years from the date of such expiration or termination.

Ownership of Materials and Intellectual Property

20. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
21. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property



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22. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, contracts, documentation records, or Confidential Information with is the property of the Client.

Capacity/Independent Contractor

23. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
- a. HC Solutions Management, P.O. Box 232, Carleton, Michigan 48117
 - b. _____

Or to such other address as any Party may from time to time notify the other.

Indemnification

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expenses

26. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

27. Any amendment or modification of the Agreement or additional obligation assumed by either Party in connection with the Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence



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28. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

29. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

30. It is agreed that there is not representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

31. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

32. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

33. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Choice of Forum/Law

34. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed to the exclusion of the law of any other forum by the laws of Michigan, without regard to the jurisdiction in which any action or special proceeding may be instituted. The forum for all disputes arising out of this Agreement shall be Monroe County, Michigan.

Severability

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

Waiver

36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provision.



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IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____
of _____, 202____.

HC Solutions Management

Per: _____

Print: _____

Title: _____

Sign: _____