

THE PARTNERSHIP INSTITUTE LLC
SALES REPRESENTATIVE AGREEMENT

This Work Made for Hire, Non-Compete Agreement is effective as of the date, listed on this contract between The Partnership Institute, LLC further described as ("Iron Knee Video"), and the Sales Representative, further describes as ("Parties").

This Sales Representative Agreement (the "Agreement") is made and entered on _____, _____, by and between The Partnership Institute, LLC (the "Company") and _____ ("Sales Representative") (collectively referred to as the "Parties").

The Parties agree as follows:

1. SERVICES:

- A. The Company shall engage Sales Representative to sell and promote as its authorized agent the following services or products of the Company. Iron Stream, Iron Knee Video and Entertainment Iron Knee Studio 101 Train, Sea of Show, Spirit-Tours, PiSquares and dbestpro products (the "Products"). The Company shall, in its sole discretion, determine the sales price and terms of sale for the Products.
- B. Sales Representative, except as directed by the Company, shall determine the method, details, and means of performing the services described above.
- C. Sales Representative also shall periodically or at the Company's request, submit documentation of the services performed by the Sales Representative on behalf of the Company pursuant to this Agreement. From time to time, the Company may establish performance goals for Sales Representative, and the failure to reach such performance goals may be cause for termination of this Agreement.

- 2. TERRITORY:** The Sales Representative will sell and promote the Products in the following geographical area, which may be changed from time to time by the Company: _____

3. **COMPENSATION:** For services provided, the Company will pay Sales Representative the following commission percentage: 20% of the Sales Representative's invoiced sales price for reoccurring sales, and 15% for one-time sales. which shall not include shipping charges or taxes of the Products (the "Commission"). Payment of the Commission by the Company to the Sales Representative shall be due within thirty (30) days after receipt of payment by the Company of the underlying invoice.
4. **EXPENSES:** Sales Representative shall not be reimbursed for expenses unless otherwise agreed to in writing.

INDEPENDENT CONTRACTOR. Sales Representative is an independent contractor and **not** an employee of the Company, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of the Company.

5. **CONFIDENTIALITY:** Sales Representative acknowledges that he/she may have access to the Company's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Company may designate as confidential ("Confidential Information"). Sales Representative agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless the Company grants express, written consent of such a disclosure. In addition, Sales Representative will use his/her best efforts to prevent any such disclosure. Confidential information will not include information that is in the public domain, unless such information falls into public domain through Sales Representative's unauthorized actions.
6. **OTHER RULES AND POLICIES:** Sales Representative agrees to abide by any other rules, policies and procedures as communicated by the Company.
7. **TERMINATION:** This Agreement may be terminated for any reason or no reason by either party upon thirty (30) days written notice or immediately by the Company if (i) Sales Representative fails to perform his/her duties or materially breaches any obligation in the Agreement, or (ii) Sales Representative is unable to provide the services in this Agreement due to illness, death or disability.
8. **RETURN OF PROPERTY:** Upon termination of services, Sales

Representative will promptly return to the Company all drawings, documents and other tangible manifestations of Confidential Information (and all copies and reproductions thereof). In addition, Sales Representative will return any other property belonging to the Company including without limitation: computers, office supplies, money and documents.

- 10. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of paragraph 6 of this Agreement will continue in full force and effect following such termination. Upon termination and if by Iron Knee Video, all future commissions will continue for no more than three months and if by the Sales Representative no future commissions will be paid past the termination date.
- 11. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
- 12. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.
- 13. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 14. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 15. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both

the Company and Sales Representative.

16. Non-Compete

- A. The Parties specifically agrees that for a period of one year after severance of this contract, the Parties will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for Iron Knee Video in any similar business within a 100 mile radius of Iron Knee Video office, and/or client of Iron Knee Video.
- B. NONSOLICITATION OF CUSTOMERS/CLIENTS PROVISION Parties agrees that for one year after severance of this contract, the Parties will not directly or indirectly solicit, agree to perform or perform services of any type that Iron Knee Video can render ("Services") for any person or entity who paid or engaged Iron Knee Video for Services, or who received the benefit of Iron Knee Video's Services, or with whom the Parties had any substantial dealing while engaged in sales for Iron Knee Video.
- C. NONSOLICITATION OF EMPLOYEES PROVISION For a period of one year from the last date of severance of this contract with Iron Knee Video, the Parties shall not take any actions to assist any other entity in recruiting any employee who works for or is affiliated with Iron Knee Video.

17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

18. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

Sales Representative Name: _____

Sales Representative Signature: _____

Address: _____

The Partnership Institute, LLC
2216 Padre Blvd. Suite 153 South Padre Island, 78597

Signature  _____

Founder: Douglas L. Best