

# Independent Networking Consultant Agreement

## General Terms and Conditions

### THE INDEPENDENT NETWORKING CONSULTANT AGREES:

1. To promote and professionally represent ImageWorks Consulting Inc., to ultimate future networking consultant's and not to misrepresent the company or it's product, at any time.
2. To display ultimate respect, maintain the highest standards of Integrity, honesty, and responsibility in dealings with the Company, consumer's, and other Networking Consultants. To present the ImageWorks Independent Networking Opportunity in a truthful and sincere manner and to hold the Company harmless from damages resulting from misrepresentations by me.
3. To protect the ImageWorks Consulting, Inc., trademarks and trade names by obtaining the Company's written permission prior to my use in any advertising (including but not limited to the Internet) or literature other than Company-published or provided material.
4. As an independent contractor, to assume sole liability for all self employment (Social Security), income taxes, and other reports required by my activities as an Independent Networking Consultant and to abide by all federal, state, and local laws governing my ImageWorks Networking business.
5. I am not a joint venturer with, or franchisee, partner, agent or employee of Company. I have no power of authority to incur any debt, obligation or liability on behalf of company. I understand that all Independent Networking Consultants, Independent Group Facilitators, and Independent Master Facilitators are independent contractors and are subject to this provision.
6. To purchase a Membership and all ImageWorks Inc. products only from Company. All orders/and or purchases submitted to company will be accompanied by cash, credit card charge, cashier's or certified check, or money order made payable to the order of "ImageWorks Consulting, Inc." for the full amount due. I understand that all Memberships and or product orders are subject to acceptance by Company and the terms of this Agreement..
7. When presenting ImageWorks business opportunities, to do so in a truthful and sincere manner and ensure that any prospective Networking Consultant recruited by me is the age of 18 years or older and receives education and materials related to an ImageWorks Networking business upon submission of an Independent Networking Consultant Agreement.
8. Company may release my name and telephone number in response to a customer's request for a Networking Consultant in my area. If this information is not to be released, I agree to notify Company that I do not want this information released by written notice to:  
Consultant Records Department  
514 North Olive Street  
South Bend, IN 46628
9. To comply with any changes to the General Terms and Conditions of the Independent Networking Consultant agreement that may be made by the Company.

### IMAGEWORKS INC. ("COMPANY") AGREES:

1. To allow Independent Networking Consultants all rights and privileges as an Independent Networking Consultant, Independent Group Facilitator, or Independent Master Facilitator.
2. To pay Independent Networking Consultants with one or more active team members, a monthly personal team building commission on all "NEW" Independent Networking Consultants that she personally sponsors into the company as an Independent Networking Consultant and who have been accepted by the

Company, with commissions to be calculated and paid in accordance with the then current Company-published monthly personal team commission schedule for so long as both Networking Consultant and team member are active in the company. An Independent Networking Consultant is considered "active" in the month they pay their \$225.00 paid Membership fee and the applicable monthly fee of \$35 there after. Each Consultant must "Renew" \$225.00 membership fee and \$35 monthly fee to the Company and be accepted annually, to remain an "active" member. Company may change suggested retail prices, discounts, commissions, transportation charges, contest rules and active status requirements at any time. Company will give Networking Consultants at least ten (10) days' prior written notice of:

- a) any changes to contest rules and active status requirements
- b) increases in retail prices and transportation charges;
- c) and decreases in standard discount and commission schedules. Written notice may be given by posting notice on The Company Internet Web site (s).

4. No geographical territories or limits concerning recruiting or sales within the United States are imposed on the Networking Consultant.
5. Company reserves no right of control or direction of Networking Consultant's activities, other than the right that Consultant follow required Meeting Agenda closely and to question results where / as needed.
6. To accept Consultant's cancellation of this Agreement within thirty (30) days after acceptance of the Agreement by Company.

This Agreement is subject to acceptance by Company at it's corporate headquarters in South Bend, Indiana, through issuance of a notice of acceptance. Such acceptance is conditioned upon receipt of a Paid Membership by Networking Consultant. This Agreement shall be governed by the laws of The State of Indiana as to all matters. The parties further agree that if any dispute or controversy arises between them concerning any matter relating to this Agreement that any issues which either party may elect to submit for legal jurisdiction shall be submitted to the jurisdiction of the courts of the State of Indiana and the parties agree that the proper venue shall be South Bend, St. Joseph County, Indiana.

This Agreement is not subject to alteration, modification or change, except in writing, signed by an authorized executive of the Company and shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or sales aids furnished by the Company to the Networking Consultant. This Agreement shall be effective from the date of acceptance until December 31 of the same year and shall be automatically renewed each January 1, for additional terms of one year each, provided that the Agreement may be terminated by either party effective immediately for any breach of it's provisions or by either party at any time during the initial term or any renewal term by not less than thirty (30) days written notice.

This is the sole and only Agreement between the parties relating to the subject matter hereof, and both parties acknowledge that the Independent Networking Consultant is not an employee with respect to this Agreement for federal, state or local tax purposes, or otherwise.