



New Media Marketing Services



Business Developer Agreement for Rock Star Media, LLC

This agreement outlines your engagement as an independent business developer for Rock Star Media, LLC (hereinafter referred to as "the Company") under the following terms and conditions:

1. You are hereby retained as an independent contractor and not as an employee of the Company. As an independent contractor, you shall be solely responsible to pay all applicable taxes arising from payments made to you by the Company, including, but not limited to, social security, self-employment taxes and disability insurance. Neither you nor your employees shall be entitled to participate in any Company plans, arrangements or distributions pertaining to any pension, stock, bonus, profit sharing or similar benefits.
2. You agree to indemnify and hold the Company harmless from any and all liability, claims, demands or requirements imposed by federal or state law upon self-employed individuals arising from payments made to you under this Agreement.
3. You agree to bear all expenses incurred in your endeavors except those which the Company agrees to pay for in writing.
4. You agree to make no representations, warranties or commitments binding the Company without the Company's prior consent. You will execute no agreement on behalf of the Company nor shall you hold yourself out as having such authority. In addition, you warrant and represent to the Company that you are free to enter into this Agreement and that this does not violate any agreement heretofore made by you.
5. You agree that if you or your employees shall operate a motor vehicle during the term of this Agreement, the Company is not responsible for any damage or loss sustained by the use of said automobile during the term hereof.
6. The Company has the sole right to establish, alter or amend product specifications, prices, delivery schedules and discounts, and the Company will give you timely notice of any and all changes.
7. As a referral partner, the Company shall pay you a commission of 5% of all orders referred by you (referrals). As a salesperson, the Company shall pay you a 10% commission on closed sales transactions (sales). As a project manager, the Company shall pay you up to a 10% commission on completed projects (project management). The Company reserves the right to allocate or split the commission in a manner it deems most reasonable to best reward the developer(s) who had greatest influence on the referral, closed sale and/or project completion.
8. All orders are subject to acceptance by the Company at our home office and the Company may reject an order at any time for any reason.
9. The Company shall keep accurate records regarding commissions due. Payments shall be sent via PayPal no later than the Twentieth (20th) day of the month following the month the deal closes (referred sales) or project completion (project management). Commissions presented to you shall be deemed correct unless objections in writing are received by the Company within Thirty (30) days from the issuance of same.
10. You agree to assist the Company in all collection efforts from non-paying customers upon our request. Notwithstanding the foregoing, the Company shall deduct commission on credits, returns, and bad debts from your commission statement as they become due. For the purposes of this Agreement, bad debts are defined as uncollectible invoices exceeding 120 days.
11. You covenant and agree that during the term of this Agreement, you shall not sell, promote or offer for sale, directly or indirectly, any product which might in any way be deemed competitive to our online marketing services and that you presently represent no line which is competitive with said product. Notwithstanding the foregoing, you agree to notify the Company in writing of all future services with the name of the provider you intend to represent competing, or otherwise, before your representation of same. This covenant shall become a material part of this Agreement.
12. The Company hereby contracts with you at will and this Agreement may be terminated by either party at any time for any reason. Said termination will be effective after either party sends to the other a written notice of intent to terminate at the expiration of Thirty (30) days from the date upon which such notice is sent to the other. Such termination will then occur at the end of the Thirty (30) day notice period. Notwithstanding the foregoing, the Company shall be able to terminate this Agreement immediately, without the sending of the aforesaid written Thirty (30) day notice, upon your death, bankruptcy, or in the event you breach any of the material terms of this Agreement.
13. In the event you send the Company written notice of your intent to terminate this Agreement pursuant to Paragraph 13, you may continue to transact business for the Company during the aforesaid Thirty (30) day period. Notwithstanding the foregoing, if the Company sends you written notice of its intent to terminate this Agreement pursuant to Paragraph 13, you shall cease transacting business for the Company immediately on the day said notice of termination is received by you.

14. At the termination of this Agreement, a final accounting will be made between the Parties. In the event you send the Company notice of your intent to terminate this Agreement pursuant to Paragraph 13, you will receive full commission on all services sold and projects developed during the Thirty (30) day notice period prior to the effective termination date of this Agreement.

15. At the termination of this Agreement, you shall cease using any sales materials in your possession or under your control and shall return same, including all catalogs, brochures, advertising, literature and other property of the Company, immediately upon our request. Final severance compensation due, if any, shall not be paid until such property is received by us and has been returned in reasonably good condition, together with a duly executed general release.

16. Both parties acknowledge that the Company is entering into this Agreement due to the special, unique and extraordinary skills of the representative. Accordingly, this Agreement may not be transferred, sold or assigned to any other individual, corporation, partnership or joint venture without the Company's prior approval. Notwithstanding the foregoing, the Company shall be notified in writing of your intention to cease selling the Company's products and services, an intention to liquidate your business, sell its assets, or sell or transfer more than 50% of the capital stock of the business, no less than Five (5) business days prior to the occurrence of same. In no event will the Company be bound to continue this Agreement under the same terms and conditions to your transferee, successor or majority stockholder, or in the event that the representative is no longer personally and actively involved in selling and/or managing the Company's products and services.

17. You shall notify the Company of all employees you intend to hire who shall assist you in representing the Company's products and services no less than Five (5) working days prior to their representation of same.

18. You hereby covenant, warrant and represent that both you and your employees will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, business processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The Company shall be entitled to an injunction restraining you from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

19. Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or

respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Austin, Texas by Three (3) arbitrators under the then prevailing rules of the American Arbitration Association.

20. In any arbitration involving this Agreement, the arbitrators shall not make any award which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent with the provisions of this Agreement. Any such arbitration must be commenced no later than One (1) year from the date such claim or controversy arose. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the Company may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or replevin, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement.

21. Service of process and notice of arbitration of any and all documents and papers may be made either by Certified or Registered mail, addressed to either party at the addresses listed in the Agreement.

22. The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.

23. Nothing in this Agreement shall be construed to constitute you as a partner or employee of the Company.

24. This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.

25. There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.

26. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

27. This Agreement shall be governed by the laws of the State of Texas.

Your electronic signature indicates the acceptance of the terms and conditions herein stated, and thereafter this form shall constitute our whole and complete agreement concerning your engagement which may not be orally modified or extended.