

Top Drawer Party Independent Sales Consultant Agreement

This Independent Sales Consultant Agreement (this "Agreement"), between **Top Drawer Parties**, located at PO BOX 206, Lyon Mountain, NY 12952 , and new applicant herein referred to as "**Consultant**," is effective as of signing.

Top Drawer Parties is a business that sells, promotes and distributes adult novelty products, and the like, through the use of independent contractor sales consultants; and WHEREAS, **Consultant** desires to sell, promote and distribute **Top Drawer Party** products under the terms and conditions set forth in this Agreement; THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Top Drawer Parties** and **Consultant** agree as follows:

1. Nature of Work. As an independent sales **consultant** for, **Top Drawer Parties**, **consultant** agrees to sell, promote and distribute products from **Top Drawer Parties** in a professional manner to the best of his or her ability. **Consultant** understands that **Top Drawer Party** products are sold primarily through home party demonstrations, online parties and online website. **Consultant** agrees to recruit home party hostesses and schedule home parties and other events to sell **Top Drawer Party** products, and personally attend each and every home party or event that **Consultant** arranges. **Consultant** agrees to purchase a Consultant Kit and to comply with the Consultant Policies, as it may be amended from time to time, and the policies, sales quotas and financial requirements set forth therein, all of which is incorporated herein by reference just as if it were set forth in its entirety in this Agreement.
2. Compensation. **Consultant** will be paid on a commission as described in the Consultant Policies.
3. Independent Contractor Status. The parties intend **Consultant** to be an independent contractor and not an employee, partner, sales representative, franchisee or agent of **Top Drawer Parties** for any purpose, including but not limited to federal or state tax purposes. **Consultant** will pay all expenses in connection with his or her promotion or sale of **Top Drawer Parties** products, including, but not limited to invitations to home parties, display boards and materials, product storage, or any other costs associated with **Consultant's** services hereunder. **Consultant** will not incur any indebtedness on behalf of **Top Drawer Parties**. **Top Drawer Parties**, is not responsible, and will not withhold or deduct FICA or taxes of any kind, unless such withholding becomes legally required. None of the benefits provided by an employer to employees, including, but not limited to, compensation insurance and unemployment insurance, are available from **Top Drawer Parties** to Consultant.

4. Receipt and delivery of products. **Consultant** understands that he or she is responsible for ordering products directly from **Top Drawer Parties** for delivery by **Top Drawer Parties** to customer.

5. Termination. During the term of this Agreement, the Agreement may be terminated without cause, upon thirty (30) days written notice by either party. **Top Drawer Parties** reserves the right to terminate this Agreement immediately without notice in the event that **Consultant** becomes insolvent, or fails to comply with the terms of this Agreement, including the Consultant Policies. **Consultant** further agrees, that upon termination or non-renewal, he or she will cease representing himself or herself as a **Top Drawer Parties** sales consultant and lose all benefits of status as a sales consultant for **Top Drawer Parties**, including but not limited product discounts.

7. Services for Others. **Consultant** understands that he or she is free to sell, promote or distribute other products or services in addition to those related to **Top Drawer Parties** but agrees that he or she will not sell, promote or distribute other products or services at the same time, or at the same event as he or she is selling, promoting or distributing products or services related to **Top Drawer Parties**.

8. Non-Disclosure of Confidential Information. **Consultant** acknowledges that **Top Drawer Parties** has granted him or her a limited, non-exclusive license to use its trademarks, service marks, trade-names, patents and copyrighted materials, ("Intellectual Property") all of which are owned solely by **Top Drawer Parties**. **Consultant** agrees that his or her use of **Top Drawer Parties** Intellectual Property is strictly limited to the promotion and sale of **Top Drawer Party** products. **Consultant** agrees that upon the termination or non-renewal of this Agreement, the limited non-exclusive license to use the Intellectual Property to sell, promote or distribute **Top Drawer Parties** products shall terminate. **Consultant** further acknowledges that **Top Drawer Parties** owns all of the product and customer information and data that he or she may create, compile or receive including but not limited to product purchase information, customer profile data, consultant lists, operating and manufacturing materials, the names or identities of artists working with or for **Top Drawer Parties**, product development information, financial data and marketing materials (collectively, "Confidential Information"). Except as specifically permitted herein (including the Consultant Policies), **Consultant** agrees not to disclose to anyone, or use for his or her benefit or the benefit of any person, firm, corporation or other entity, any of **Top Drawer Parties** Confidential Information. **Consultant** acknowledges that the unauthorized disclosure and/or use of **Top Drawer Parties** Confidential Information either during the term of this Agreement or following the termination or nonrenewal of this Agreement would constitute a threat to the business of **Top Drawer Parties** and cause **Top Drawer Parties** irreparable harm.

9. Payments to Governmental Entities. **Consultant** assumes full responsibility for the payment of all assessments, payroll taxes, or contribution, whether state or federal, relating to **Consultant's** work under this Agreement. **Consultant** shall furnish to **Top Drawer Parties** on the request of **Top Drawer Parties** a certificate or other evidence of compliance with all state or federal laws concerning contributions, taxes and payroll assessment. In addition, **Consultant** agrees to pay any and all gross receipts, compensating, transaction, sales, use or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work performed or on the compensation to be paid under this Agreement.

10. Authority; Understanding. **Consultant** warrants that he or she is over the age of eighteen (18) and has full legal capacity to enter into this Agreement. **Consultant** has read this Agreement and understands its terms, including the legal consequences thereof.

11. No Assignment; Severability; Headings. **Consultant** shall not assign or transfer any of his or her rights or obligations to any party or parties. If any portion of this Agreement is determined to be invalid by a court of law, that invalidity will not affect the remaining portions of the Agreement. The headings in this Agreement are inserted for convenience only and are not part of this Agreement.

12. Indemnification. **Consultant** shall indemnify and hold harmless **Top Drawer Parties** against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the contract or by conditions related thereto, violation of any statute, ordinance, building code or regulation, including all reasonable attorneys' fees and expenses incurred by **Top Drawer Parties** through litigation or otherwise.

13. Attorney's Fees. In the event **Consultant** violates any of the covenants of this Agreement, **Consultant** agrees to indemnify and hold harmless **Top Drawer Parties** from and against all liability, loss, damage or expense arising from such breach, including all reasonable attorneys' fees and expenses incurred in enforcing this Agreement, through litigation or otherwise.

14. Governing Law; Entire Agreement; Binding Effect. This Agreement shall be interpreted, construed, applied, and enforced in accordance with the laws of the State of New York, without giving effect to its choice of law or conflicts of law principles. The parties agree that this Agreement and the documents expressly incorporated herein constitute the entire agreement between the parties hereto with respect to the subject matter hereof and no additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and issued by **Top Drawer Parties**. If there is any conflict between this Agreement and the **Consultant Policies** (in their current form or as subsequently modified), the consultant policies shall control.

16. Web Site agreement. Web Site Independent Sales Consultant agreement is enclosed.
Signature indicates receipt and acceptance of participation on www.topdrawerparties.com