

## Sales Representative Contract

This Sales Representative Contract ("Contract") is made effective as of \_\_\_\_\_ (date),  
by and between Stentorian Technologies, LLC, of 57 North 490 West, American Fork, Utah  
84003, and

\_\_\_\_\_  
of \_\_\_\_\_ (name of Sales Representative),  
\_\_\_\_\_  
\_\_\_\_\_ (address), \_\_\_\_\_ (city),  
\_\_\_\_\_ (state) \_\_\_\_\_ (zip code).

In this Contract, the party who is contracting to receive services shall be referred to as  
"Stentorian", and the party who will be providing the services shall be referred to as "Sales  
Representative".

Sales Representative has a background in sales and or manufacturing and is willing to provide  
services to Stentorian based on this background.

Stentorian desires to have services provided by Sales Representative to market and sell  
Stentorian Technologies computer software and services in United States and Territories.

Stentorian hereby appoints Sales Representative as Stentorian's sales representative within the  
Territory as described above, to solicit orders for the Stentorian's Products upon the terms and  
subject to the conditions set forth herein

Therefore, the parties agree as follows:

**DESCRIPTION OF SERVICES.** Beginning on effective date of contract, Sales Representative  
will provide the following services (collectively, the "Services"):

Sales of Stentorian Technologies computer software and services

**PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and  
the specific hours to be worked by Sales Representative shall be determined by Sales  
Representative. Stentorian will rely on Sales Representative to work as many hours as may be  
reasonably necessary to fulfill Sales Representative's obligations under this Contract.

**COMMISSION PAYMENTS.** Stentorian will make commission payments to Sales  
Representative based on 20% of Onboarding fees collected from customer agreements facilitated  
by Sales Representative. For the purposes of this Contract, Onboarding fees collected from  
customer agreements facilitated by Sales Representative means fees collected as a result of  
Service Agreements received from Sales Representatives from customers. Commission payments  
will be split into two payment. The first payment will be 50% of Onboarding fee commissions at  
time of receipt from customer and the second will be the remaining 50% of Onboarding fee  
commissions at the completion of the Onboarding process of customer. Sales Representatives

may qualify for residual commission of customer maintenance fees by obtaining Onboarding fees in excess of \$30,000 (thirty thousand dollars) in any given quarter. The residual commission payments will be 10% of paid maintenance fees collected as a result of Service Agreements received from Sales Representatives from customers and will continue for the entire quarter following the qualification quarter. Residual commissions will terminate upon termination of this agreement.

*Payment Schedule.* The commission payments shall be payable monthly, no later than the fifteenth day of the following month following the collection of the payments.

*Accounting.* Stentorian shall maintain records in sufficient detail for purposes of determining the amount of the commission. Stentorian shall provide to Sales Representative a written accounting that sets forth the manner in which the commission payment was calculated.

*Right to Inspect.* Sales Representative, or Sales Representative's agent, shall have the right to inspect Stentorian's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as Stentorian may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by Stentorian.

*Death.* If Sales Representative dies during the term of this Contract, Sales Representative shall be entitled to payments or partial commission payments for the period ending with the date of Sales Representative's death.

**EXPENSE REIMBURSEMENT.** Sales Representative shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from Stentorian.

**INJURIES.** The Sales Representative acknowledges is responsible to obtain appropriate insurance coverage for the benefit of the Sales Representative (and the Sales Representative's employees, if any). The Sales Representative waives the rights to recovery from Stentorian for any injuries that Sales Representative (and the Sales Representative's employees, if any) may sustain while performing services under this Agreement,

**TERM/TERMINATION.** This Contract shall be effective for a period of 1 Year and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Sales Representative is an independent contractor with respect to Stentorian, and not an employee of Stentorian. Stentorian will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Sales Representative. Sales Representative is responsible for obtaining leads, contact lists, potential customer lists, and any materials or tools necessary to perform Services.

**DISCLOSURE.** Sales Representative is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Stentorian. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of Stentorian
- any activity that Sales Representative may be involved with on behalf of Stentorian

**ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or any breach thereof, including, without limitation, any claim that this Contract, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted exclusively to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which Stentorian may have to apply to any court of competent jurisdiction for injunctive or other provisional relief. The arbitrator agrees to determine the arbitrability of any dispute. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices and shall be governed by the rules of the American Arbitration Association then in force and effect. The parties agree that the arbitrator shall not have the power to award punitive damages against any party.

**EMPLOYEES.** Sales Representative's employees, if any, who perform services for Stentorian under this Contract shall also be bound by the provisions of this Contract.

**INDEMNIFICATION.** Sales Representative agrees to indemnify and hold harmless Stentorian from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Stentorian that result from the acts or omissions of Sales Representative, Sales Representative's employees, if any, and Sales Representative's agents.

**ASSIGNMENT.** Sales Representative's obligations under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Stentorian.

**CONFIDENTIALITY.** Stentorian recognizes that Sales Representative has and will have the following information:

- products
- prices
- costs
- discounts
- future plans
- business affairs
- process information
- trade secrets

- technical information
- customer lists
- copyrights
- product design information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Stentorian Technologies, LLC and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Sales Representative agrees that Sales Representative will not at any time or in any manner, either directly or indirectly, use any Information for Sales Representative's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of Stentorian. Sales Representative will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Contract.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Sales Representative has disclosed (or has threatened to disclose) Information in violation of this Contract, Stentorian shall be entitled to an injunction to restrain Sales Representative from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Stentorian shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

**SERVICES TO THIRD PARTIES.** The parties recognize that Sales Representative may provide consulting services to third parties. However, Sales Representative is bound by the confidentiality provisions of this Contract, and Sales Representative may not use the Information, directly or indirectly, for the benefit of third parties.

**NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed in this document.

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Utah.

**SIGNATURES.** This Contract shall be signed on behalf of Stentorian Technologies, LLC by Kevin Hill , CEO and Sales Representative and effective as of the date first above written.

Company:  
Stentorian Technologies, LLC

By: \_\_\_\_\_  
Kevin Hill  
CEO

Sales Representative: \_\_\_\_\_