

Eco-\$mart, Inc.
Independent Agent Agreement

Purpose of Agreement - This agreement serves to describe an understanding between Eco-\$mart, Inc. of Sarasota, FL (hereafter called the Company) and _____ (hereafter, Agent) who wishes to act as an Independent Agent of the Company. This agreement authorizes the Agent to represent the Company's products and services for a period of three years, to be renewed annually if mutually desired. In addition, this agreement acts as an acknowledgment of understanding of the corporate mission and ethical standards of the company. Agent will represent the Company's products (hereafter, Products) as the Company's representative.

I. Corporate Mission – The Company was created due to its founders' interest in maximizing energy and resource conservation worldwide, and their understanding that various conservation technologies and strategies existed which offered extremely attractive financial returns to the purchaser. The Company's mission is to offer the simplest, most cost effective energy and resource conservation solutions to the largest group of users possible, at a cost to the consumer that makes the proposition highly financially attractive. Additionally, the Company believes that by supplying these environmentally and financially attractive solutions to the public, the company will be able to create financial security for its members, in an atmosphere of a cooperative effort to benefit humanity.

II. Ethical and Communication Standards - Honesty and accuracy in communication are absolute requirements of any agent of the Company. The Company will always strive to give the consumer the most accurate information regarding all the products and services we offer. Energy and resource savings estimates will be made conservatively, so that the customer will always be pleased with the actual savings. In business communication, the Company is committed to responsiveness and politeness. If an Agent has made an appointment with a prospective or current customer, they **MUST** either arrive at the time of the appointment, or contact the client in advance of the meeting time to reschedule. It is to be understood that not only our business reputation is on the line, but also the reputation of the nonprofit Florida House Institute for Sustainable Development under whose license we operate.

III. Basic Duties of the Company - Provide sales leads to the Agent for technologies chosen by the Agent to promote. Provide sales aids such as, but not limited to printable promotional tools, cost / benefit analyses and references. Provide all the latest information to the Agent such as, but not limited to pricing, product information, and competition. Promote all products the Agent is representing on all of the Company's marketing literature, web sites, promotions, media outlets, etc. Upon receipt of payment, pay the Agent a commission from all revenues generated by customers registered to the Agent (see section V - Account Registration and Territories). Provide for the Agent to market any and all products approved for sale by the Company.

IV. Basic Duties of Agent - Generate interest in Company products with prospective purchasers and specifiers. Contact all sales leads provided by the Company. Pursue business on behalf of the Company and report on the results. Act as an independent representative, covering all travel, communication, food and incidental expenses associated with sales of Company products. Uphold the ethical and communication standards of the Company in all business endeavors. Agent may not sell or represent any non-Company products competing with Company products.

V. Account Registration and Territories - All Agents must enter full contact information, via the online contact management system when approaching a prospective customer. The system will check for other contacts by other company representatives. If another Agent of the Company has not approached this customer, the Agent may do so. Once a meeting takes place and details of the meeting

are entered into the Company computer system, the account will be registered in the name of the Agent for a period of sixty days. While registered, no other Company Agent may pursue business with that account. Account registrations will be extended without sales activity if continued progress can be demonstrated. Commissions will be paid to the Agent for registered customers as long as the customers purchase from the Company and that customer is still being satisfactorily serviced by the Agent.

VI. Compensation - All commissions will be paid upon receipt of payment by the Company. If the Agent manages all phases of the sale, from creating the initial contact through closing and implementation, the Agent will be paid a commission equal to forty (40) percent of the profit. If the Agent generates the sales lead, but passes the lead to another Agent for follow up and closing, the Agent will be paid a commission equal to ten (10) percent of the profit gained from the sale. Conversely, if another agent generates the lead and provides it to the Agent for follow up and sale, the commission will be thirty (30) percent of the profit. In order to receive residual commissions from accounts, the Agent must document consistent follow up with customers, via the Company computer system, to keep Eco-\$mart products on the minds of the customers, and to be available to support the customers' needs.

All revenues from sales or referral fees generated from customers to whom an Eco-\$mart presentation has been made will be paid to Eco-\$mart then split with the Agent according to the percentages above. A final accounting of profits will accompany each commission check paid to the Agent. Upon mutual agreement with the Agent, the Company may contract sub-agents to work with the Agent, with whom the Agent commissions will be split, in a percentage determined by the Agent and the Company, mutually. Unless an exception is made, commissions will not be paid on purchases made by the Agent for their own use.

VII. Periodic Review of Agreement - This agreement is designed to benefit all parties involved and will be reviewed periodically to discuss possible changes, additions and improvements that could be made. The Company reserves the right to dissolve the agreement at any time if reasonable cause can be shown, such as, but not limited to gross negligence or misrepresentation of Company products and services, or failing to uphold the ethical and communication standards of the Company.

The undersigned parties agree to faithfully execute this agreement as of the date noted below.

Matt Ross, President, Eco-\$mart, Inc.

Agent

Date: _____

Date: _____