



## INDEPENDENT CONTRACTOR AGREEMENT RESELLER

This Agreement entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Doctor Backup, LLC (hereinafter referred to as "the Company") and \_\_\_\_\_ (Hereinafter referred to as "the Agent") shall remain in effect from this date until terminated by either party. The parties agree that:

### 1. STATEMENT OF EMPLOYMENT

Effective this date, the Company acknowledges Agent as an authorized reseller of the products and services of the Company. Agent acknowledges that he/she will be viewed as an independent contractor. The Company will not be responsible for filing or paying any local, federal or state taxes. Furthermore, the Company will not provide retirement or any other benefits customary to employment.

### 2. DUTIES OF SALES AGENT

Agent will carry out the customary duties of a product reseller. This includes, but is not limited to, solicitation of new clients and conducting marketing/promotional efforts in accordance with general guidelines established by Company.

Agent is financially responsible for creation, reproduction and distribution of all marketing and sales materials used to solicit the Company's products and services. Any Agent, who is deemed by Company to not be actively marketing Company's products and services, may lose their authorized reseller status and associated reseller purchase discounts may be discontinued.

Company will bill Agent directly for all services sold. All end-user administrative and back-office functions, including billing, shall be the sole responsibility of the Agent. Agent may request Company assistance in collection efforts by suspending accounts which Agent indicates are in arrears. Suspension of an account does not relieve Agent from financial obligation to pay for all services available for resale.

### 3. SALES COMMISSIONS

No sales commissions will be paid. Agent will purchase goods and services directly from Company for end-user resale. A discount rate of \_\_\_\_ % off currently published pricelist will apply to storage packages and published non-standard service rates.

### 4. DURATION OF AGREEMENT; TERMINATION

Agent or Company may terminate this Agreement by providing 30-days written notification to other party. The Company reserves the right to immediately terminate this agreement if Agent willfully -- in the sole opinion of Company -- misrepresents the product or its capabilities, or otherwise violates established company policies.



5. USE OF SOFTWARE AND MARKETING MATERIALS

Company will provide access to its software, logos, promotional materials and other sales tools for use by Agent in marketing and selling Company products. Agent may copy software and customize all marketing materials in any manner of choosing, without the prior approval of Company, so long as the general quality and integrity of any materials provided to end-customer is maintained.

Agent may use the Dr.Backup logo in any/all marketing materials intended to promote sales of Company's products. Agent acknowledges that the Dr.Backup logo is a trademark of Doctor Backup, LLC. Agent may not vary logo by changing fonts, color, composition or wording in any way which might jeopardize the Company's trademark rights.

6. NON-DISCLOSURE OF TRADE SECRETS

Agent recognizes and acknowledges that information that is furnished concerning the Company's services, customers, supplier relationships and other confidential matters constitutes a valuable and unique trade asset of the Company. Accordingly, Agent will not, during or after the term of this Agreement, disclose any such information or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without the written permission of the Company.

7. WRITTEN AGREEMENT CONSTITUES ENTIRE RELATIONSHIP

This Agreement, along with any specified addendum, is a complete Agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, unless contained in writing in this Agreement shall not bind either party. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.

8. BINDING EFFECT AND GOVERNING LAW

This Agreement shall be binding upon the parties hereto and shall be governed, interpreted and construed by, through and under the laws of the State of Maryland.

By signing below, the parties have caused this Agreement to be duly executed on the date above.

**For Reseller**

Print Name: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ or SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Doctor Backup, LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_