

# **INDEPENDENT DEALER APPLICATION & AGREEMENT**

This application and agreement is a contract entered into by and between KILVER.com, hereinafter "Business", aka KILVER, and \_\_\_\_\_, hereinafter "Contractor", aka "Independent Contractor", and aka "Authorized Dealer".

Whereas, the Business is desirous of purchasing the services of Contractor, and Whereas, Contractor is desirous of providing commissionable services after a non-refundable application fee to Business of \$239.00 USD, Therefore, we hereto AGREE AS FOLLOWS:

1. **PURPOSE OF THIS APPLICATION and AGREEMENT:** If signed below by all parties, this agreement is a contract by and between the undersigned parties which:

- a) establishes an INDEPENDENT CONTRACTOR RELATIONSHIP; which
- b) absolutely excludes any employer-employee relationship; which
- c) is expressly based upon, recognizes and relies upon, the common-law rights and freedoms reserved in the united States Constitution (Article 1, Section 10, Paragraph 1) protecting the right of persons to contract; and which
- d) is subject to, and in consideration of, the following terms, conditions, mutual promises and understandings of the Business and Contractor.

2. **SERVICES TO BE RENDERED:** During the term of this Agreement, the Contractor shall provide the following services to the Business:

- a) General assistance in marketing products from the internet to include ALL PRODUCTS offered at KILVER.COM.
- b) Assistance with marketing, including record keeping, contact with purchasers and processing, processing of change orders, refunds, etc. as established by the Business.

3. **BUSINESS WILL PROVIDE:** During the term of this Agreement, the Business will provide the following for the Contractor:

All necessary information required by the Contractor to accomplish the services described in #2 above.

4. **COMPENSATION TO CONTRACTOR:** The Business agrees to compensate the Contractor at the rate of TEN PERCENT OF GROSS SALES before shipping, taxes, or refunds; based on actual services rendered by the Contractor - Compensation will be tendered by check from the Business, paid on processed and payment delivered sales incurred in the previous month, by the fifth of each month. Weekly draws may be approved by Business. Compensation is subject to adjustment by canceling commissions on any refunds for products.

5. **REFUNDS:** The Business retains the right to establish standards of Contractor's performance, to evaluate effects of said performance, and to approve the results of said performance. Refunds that are processed from Contractor sales shall indicate further caution as to future sales, and a Refund Impound Account may be necessary, as determined by Business, to prevent losses to

proper commissions and refund accounting. There are no refunds for “Authorized Dealer” status.

6. METHOD OF PERFORMANCE: The Contractor retains the right to determine which methods of performance shall be used to achieve the end results.

7. FACILITIES: All services of the Contractor shall be performed/provided at a location of the Contractor's choice.

8. EXPENSES AND EQUIPMENT: The Contractor shall pay for all expenses, and shall supply all tools, equipment and materials necessary for the performances of Contractor services, except as agreed upon in writing by the Business.

9. LENGTH OF CONTRACT: If accepted by the Business below, this contract shall run from date of accepted Agreement and end upon one year, unless canceled by either party.

10. TERMINATION: Either party may terminate this contract upon 24 hour prior email “Notice of Termination” to the other party. This Agreement contains a Non-Refundable Fee.

11. COMPETITION: The Contractor is not restricted in any way from supplying services to other parties while under this contract, even if such activities are related to or in competition with the business of the Business. The Contractor, however, is herein expressly restricted from employing the Business's trade secrets (including, but not limited to, emails, correspondence, mailing lists, association directories, preexisting or newly acquired client identities, invoices, fee structures, promotions, copyrighted material, images, inventory, business plan, etc., formulas), and the like for his own gain, and from revealing the same to competitors.

12. INDEPENDENT FREE AGENT: The Contractor is a free agent, and herein acknowledges that he offers service to other businesses or to the general public in the ordinary course of business. Nothing in this agreement shall be deemed or construed to create a partnership, joint venture, employer-employee relationship, or principal-agent relationship between the Contractor and Business. Non-Refundable Fee by Contractor to the Business is a liquidated processing fee.

13. LIABILITY: Neither party shall be liable for the acts or omissions, debts, taxes, or obligations of the other party except as expressly set forth herein

14. TAXES AND INSURANCE: The Contractor and his agents or employees (if any) affected by this Agreement, shall be liable and responsible for any and all local, state and federal taxes deemed owned as a result of the performance of services hereunder, including, but not by way of limitation, Social Security, Unemployment Compensation, Workman's Compensation, or any other compulsory taxes, dues or fees which affect employers and employees. The Contractor herein agrees to carry his own insurance for injury, sickness, public liability, retirement, etc. as deemed necessary as a consideration for entering into this Agreement. The Contractor further acknowledges that he is not entitled to benefits under Workman's Compensation and/or Unemployment Benefits during or after his term of service.

15. HOLD HARMLESS: The Contractor assumes all risks and liabilities relating to the performance of services under this Agreement, and herein agrees to indemnify and hold the Business harmless from all demands, claims, causes of action, loss, damages or liabilities of any and every kind whatsoever that result from the rendering of Contractor's services hereunder.

16. DISPUTES: In the event of any unresolved disagreement between the parties herein, equity shall supersede prior adjudicated cases. Any question of interpretation or claim shall first be submitted to binding arbitration under the rules and management of Guardian Guaranty Group located at [www.GuardianGuarantyGroup.com](http://www.GuardianGuarantyGroup.com). Any party instituting legal action or arbitration shall pay all costs of all parties in advance.

17. GOOD FAITH: Each party affirms that it has entered into this Agreement in good faith, and shall endeavor to execute the promises, terms and conditions herein with diligence and in the best interest of the other party.

18. UNENFORCEABLE PROVISIONS: If any portion or provision in this Agreement becomes void, invalid or unenforceable, the remaining portions or provisions shall remain in force and effect.

19. ENTIRE AGREEMENT: This is the entire Agreement between the parties hereto. No part of this Agreement is oral. Any amendments, additions or deletions to this Agreement, or any modifications of the provisions herein, shall be documented in writing and signed by both parties.

DATED: \_\_\_\_\_

ACCEPTANCE DATED: \_\_\_\_\_

CONTRACTOR:

BUSINESS:

\_\_\_\_\_

\_\_\_\_\_

Dealer Payment To Business By: \_\_\_\_\_

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

## AUTHORIZED DEALER GUIDELINES:

- 1) CoinCards and other products sold by KILVER.com are not intended to be “investments”, but are intended to be a simple, safe, and secure savings plan, as well as artistic collectibles, and sold products can then be available during extreme emergencies as the ultimate savings resource when all else fails.
- 2) No one knows when an earthquake, health crisis, financial crash, or other emergency can occur. As with all savings plans, we encourage different types of emergency resources, such as silver, gold, cash-on-hand, months-of-food on hand, medical supplies, a crisis plan, tools, protection devices, pre-planned meeting places if separated from family, and a safe place to hibernate during an emergency. KILVER.com wants to be part of the solution.
- 3) An authorized Independent Contractor Agreement creates an “Authorized Dealer” by such independent contractor agreement, and therefore all taxes, insurance, transportation, working hours, choice of other income or contractual agreements, tools, advertising, business cards, order of business tasks, work locations, and right to refuse tasks without penalty are at the complete obligation and discretion of the independent contractor.
- 4) Prohibited endorsements, excessive statements, overselling, high pressure sales tactics, lies, white lies, withholding elements of truth, prohibited sales, selling to individuals that cannot afford products, associating with prohibited individuals, illegal offers or activity, contracting with competitors, or other activities that are detrimental to KILVER.com shall be grounds for termination of contracted relationships and damages from contractor shall be due, as determined by KILVER.com.
- 5) Refunds will only be processed with concurrent cancellation and refund of associated commissions. Dealer is expected to process refund quickly and courteously.
- 6) Limits as described on KILVER.com refer to a single item such as the limit of 25 CoinCards refers to that particular country coincard, not limiting other country coincards. As an example, 25 Vatican CoinCards could be purchased as well as 25 Cuba CoinCards by a single individual. Dealers are not restricted from sales to multiple individuals of the maximums allowed, but are cautioned against selling more than 4 times the limits to a single household.
- 7) Activities that encourage refunds, un-earned commissions, unnecessary paperwork, or price fixing, such as violation of additional sales to individuals that have attained their limits, or methods that exceed restrictions on sales, or hurt other Authorized Dealers will be cause to eliminate commissions on those restricted sales and additionally to terminate contracted relationships.
- 8) First registered Invoice to a Purchaser creates a Dealer Client relationship. Whenever a question arises as to who is the first registered invoice, KILVER.com shall make the final determination.
- 9) If a purchaser wants to switch to another Dealer, purchaser must initiate contact with KILVER.com to make that choice, and such choice shall only affect future sales.
- 10) KILVER.com shall settle all disputes, and if parties are not satisfied with results, Guardian Guaranty Group will investigate and review all facts and absolutely determine all results for a \$250 fee paid in advance by initiating party.