

Independent Sales Agent Agreement General Terms and Conditions

For this Agreement “Soup Says It All[®]” is also known as “SSIA”, and “the company”. The “Independent Sales Agent” is also known as “Agent(s)” and/or “Sales Agent(s)” and includes any fundraising organization that is participating in SSIA’s commission program.

This is the sole and only Agreement between the parties relating to the subject matter herein. Both parties acknowledge that the Independent Sales Agent is not an employee of the company and will not be treated as an employee with respect to this Agreement for federal, state or local tax purposes, or otherwise.

The Independent Sales Agent assumes sole liability for all self-employment, Social Security, income taxes, and any other necessary reports. The Independent Sales Agent shall abide by all federal, state and local laws governing their Soup Says It All[™] business.

General

Independent Sales Agents and Soup Says It All agree that total commission due must exceed \$10.00 before any commission is paid out on the scheduled payment dates. Upon termination of an Independent Sales Agent, voluntary or involuntary, any remaining commission due, including amounts less than \$10.00 (minimum sales dollar figure) will be paid within 4 payment cycles of the termination date. This allows for the 30-day window where the agent may still have sales arrive to be completed thereby allowing the Independent Sales Agent to continue receiving commissions on sales for a 30 calendar day period after termination.

Independent Sales Agents and SSIA agree that the Sales Agents’ account may be cancelled either by the Sales Agent or at SSIA’s discretion for any reason. Once cancelled, the account cannot be reopened. Should a new account be requested, there is no guarantee the same identification code will be reissued to the Independent Sales Agent.

There are no geographical territories or limits concerning sales or recruiting imposed on Independent Sales Agents. Presently, SSIA is only sold in the United States, Puerto Rico, and the US Virgin Islands. SSIA reserves the right to give geographical territories or limits concerning sales for limited time periods as business objectives may dictate.

This Agreement is subject to acceptance by “Soup Says It All[™]” at its corporate headquarters in St. Charles County, Missouri, through issuance of a notice of acceptance. Such acceptance is conditioned upon receipt of payment of the enrollment fee in the form of a money order or cashiers check and the payment clearing the bank. This Agreement shall be governed by the laws of the State of Missouri as to all matters. The parties further agree that if any dispute or controversy arises between them concerning any matter relating to any issue in this Agreement and either party elects to pursue legal action, then the action shall be submitted to the jurisdiction of the courts of the State of Missouri and the parties agree that the proper venue shall be St. Charles, St. Charles County, Missouri.

The Independent Sales Agent agrees to the following:

To maintain the highest standards of integrity, honesty and business ethics in transactions with consumers and other Independent Sales Agents.

To represent “Soup Says It All[™]” products in a truthful and sincere manner, while holding the company harmless from damages resulting from misrepresentations by the Independent Sales Agent.

To obtain the company’s permission to utilize any trademarks and/or trade names prior to using the trademarks in any form of advertisement. This utilization is not limited to the Internet or any company published material.

I understand that any display in a retail or service location for the intent of a direct-to-the-public transaction is allowable. The site must include information that directs customers to the website where primary sales take place. If the Independent Sales Agent chooses to set up a display in a retail or service location, the agent accepts full responsibility for all sales taxes, licenses etc., for this type of sale. SSIA is not engaged in direct-to-the-public sales (retail) but agents have the right to expand their business in this manner. SSIA is primarily intended to be an internet based business and collects sales tax on-line. In order to allow Sales Agents the maximum flexibility, agents can purchase the products in bulk and display them for sale to the general public within the terms of this Agreement.

To purchase a starter kit exclusively from the company. I understand that all orders are subject to acceptance by the company and the terms of this Agreement.

Independent Sales Agents agree that once the relationship between the Independent Sales Agent and Soup Says It All™ is terminated, the Independent Sales Agent has no claim to any revenue that is the result of their business activities after 30 calendar days.

Independent Sales Agents agree that all data with regards to customers, selling techniques, markets, methodology etc., are property of SSIA and may not be used for any other business or personal purpose,

I am not a joint venture, Franchisee, partner, agent or employee of the company. I have no power or authority to incur any debt, obligation or liability on behalf of the company. I understand that all Independent Sales Agents are independent contractors and are subject to this provision.

Any perspective “Soup Says It All™” Independent Sales Agent recruited by myself will be 18 years or older and will receive educational materials related to the “Soup Says It All™” business upon submission and acceptance by the company of an Independent Sales Agents Agreement.

I hereby agree to abide by any changes to the terms and conditions listed herein that may be made by the company in the future.

I will fill out the necessary paperwork to comply with government regulations – example: filling out a W-9 for income tax reporting purposes, etc.

The company may release my personal contact information in response to any customer’s request for an Independent Sales Agent in my area. If this information is not to be released, I agree to notify the company that I do not want this information released by written notice directed to:

Soup Says It All
P. O. Box 460125
St. Louis, Missouri, 63146

“Soup Says It All™” (SSIA) agrees to the following:

To pay Independent Sales Agent a set commission rate on all purchases of SSIA products, excluding starter kits and sales aids, that are the direct result of the agent’s activities and is associated with the agent’s identification number/code on the web site. In addition this shall include any bulk sales. Commission rates on bulk sales are a separately negotiated rate from the internet rates. Commissions will be paid out on a bi-weekly basis after the minimum sales dollar figure is reached. Any bonus paid out to any Independent Sales Agent will be based on criteria as established by and at the sole discretion of the management at “Soup Says It All™” from time to time.

The company may change the suggested retail price or commissions at any time. The company will give Independent Sales Agents at least 10 days prior written notice in the event of: a) increase in retail prices; and b)

changes in commission schedules. Written notice may be given by posting notice on the company website, direct e-mail and/or to the Yahoo Soup Says It All Group or any other place determined appropriate by SSIA Management.

The company reserves no right of control or direction of Independent Sales Agent's activities, other than the right to question results.

To accept Independent Sales Agent's cancellation of this Agreement within 5 calendar days after acceptance of the Agreement by the company. Upon return, postage prepaid, of the Independent Sales Agent's original and unused/undamaged starter kit to the company, the company shall refund to the Independent Sales Agent the retail cost of the starter kit at 90% of the cost of the kit; Starter kit must be shipped postage prepaid to the company accompanied by a "request for return" from the "Soup Says It All™" return department in St. Louis, Missouri

Customer names and addresses furnished by Independent Sales Agents to SSIA in connection with sales shall remain the sole property of the company and will be used as appropriate to continue doing business, except as may be required by law.

This Agreement is not subject to alteration, modification or change except in writing, signed by an authorized executive or other designated persons of the company and shall not be deemed to be changed, modified or altered by reason of any advice, suggestions, guides or sales aids furnished by the company to the Independent Sales Agent. This Agreement shall be effective from the date of acceptance until December 31 of the same year and shall thereafter be automatically renewed each January 1, for additional term of one year each. The Agreement may be terminated by either party effective immediately for any breach of its provisions or by either party at any time during the initial term or renewal term but not less than 30 days written notice.

By signing and mailing a copy of this Agreement to SSIA, PO Box 460125, St. Louis MO 63146, or e-mailing a copy of this Agreement back to mgmt@soupsaysitall.com I certify that the information provided is true and correct. I understand the terms and conditions of this Independent Sales Agent Agreement and I hereby accept the terms and conditions and certify that I have the legal capacity to enter into this Agreement. If e-mailing this Agreement I will send a signed hard copy to soupsaysitall.com at the address in this Agreement within five (5) business days of the e-mail. I also understand that the terms and conditions may change from time to time and if I do not agree with the changes I have the right to terminate my association with SSIA. If I choose to terminate my association with Soup Says It All, I understand that I am only due commissions for a period of 30 calendars days from the date of termination for any reason.

I certify that I am 18 years of age or older or am authorized to sign on behalf of the organization I am representing.

Print your Name - Legibly

Sign your Name

Date Signed: _____ / _____ / _____

E-mail address and contact phone number and time of day that is best to contact you.

Street Address, State, Zip Code