



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement"), dated effective as of _____, 2012 ("Effective Date"), is made and entered into by and between _____ ("Presenter") and Equal Value Sales & Services Corp., a Utah corporation ("EVSS"). The Presenter and EVSS shall sometimes hereinafter be referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. EVSS is engaged in the business of organizing and offering self-improvement conferences for the benefit of its members.

B. Presenter is a professional with extensive experience in certain areas within his/her industry and as such offers trainings and conferences related to specific topics.

C. EVSS now desires to contract with Presenter, and Presenter desires to be contracted by EVSS, for a ___ minute presentation and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and premises contained in this Agreement, and for other good and valuable consideration the adequacy and receipt of which the Parties acknowledge by their signatures below, the Parties agree as follows:

AGREEMENT

1. Services. Presenter will provide to EVSS training services described in Exhibit A, attached hereto and incorporated herein by reference (the "Services"), subject to the terms and conditions of this Agreement.

2. Payment Terms.

(a) Services Fee. In consideration of the Services provided by Presenter, EVSS agrees to pay to Presenter a fee of _____ Dollars (\$____) (the "Services Fee"). Materials used while providing the Services shall be paid by Presenter.

(b) Submission of Invoice. Presenter shall submit to EVSS invoice for Services rendered. Presenter's invoice shall be delivered to EVSS no later than 30 days after Services were rendered, and is subject to the reasonable review and approval of EVSS.

3. Term and Termination.

(a) Term. The initial term of this Agreement shall be for thirty (30) days starting on the Effective Date.

(b) Termination for Cause. Either Party may terminate this Agreement immediately without prior notice in the event the other party breaches this Agreement and such breach continues for a period of more than fifteen (15) days.



(c) Effect of Termination. Within five (5) days after termination of this Agreement, Presenter agrees to return all documents and tangible items in its possession or control belonging to EVSSS, and destroy any additional electronic copies of such information that are in its possession or control. The parties will continue to be bound by all obligations described in Sections 2, 3, and 6, after the termination of this Agreement for whatever reason.

4. Warranties. Presenter represents, warrants and covenants that all Services provided by Presenter will be performed in a professional and workmanlike manner and in accordance with industry standards.

5. Independent Contractor. In creating, preparing and furnishing the Services to EVSS, Presenter is acting as an independent contractor and not as an agent or employee of EVSS. Neither party may bind the other to any agreement with anyone else. Presenter shall be solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Presenter's performance of Services and receipt of fees under this Agreement.

6. Confidential Information. Presenter and EVSS both agree that any and all information typically and actually safeguarded as confidential by a party and learned by the other party shall be treated by the other party as confidential and that other party shall not disclose any of it to anyone except that other party's employees who (a) have a need to know it; and (b) are bound to keep confidential such information. Notwithstanding the treatment by either party of an information as confidential, however, this Section 6 shall not apply to any information that is (i) developed by the receiving party independently of the disclosing party's confidential information; (ii) rightfully obtained without restriction by the receiving party from a third party with no known duty to the disclosing party to keep such information confidential; (iii) publicly available other than through the fault or negligence of the receiving party; (iv) released without restriction by the disclosing party to anyone; (v) known to the receiving party at the time of the disclosure, without an existing duty to protect the information; (vi) disclosed by the receiving party with prior written approval of the disclosing party; or (vii) is required to be disclosed by the receiving party under applicable law.

7. Miscellaneous.

(a) Governing Law. This Agreement is governed by Utah law (excluding conflicts of laws provisions). The Parties consent to the exclusive jurisdiction and venue of Utah state and federal courts in any action arising out of this Agreement. If a dispute shall arise concerning this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all expenses arising from such dispute, including, but not limited to, reasonable attorneys' fees and costs incurred by the prevailing party in connection with such dispute, regardless of whether such dispute results in the filing of a lawsuit.

(b) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its



terms when signed by the Party sought to be bound. Either Party's waiver of a default by the other does not constitute a waiver of future or other defaults.

(c) Severability. If any term of this Agreement is deemed invalid or unenforceable by a court, the court shall modify such term to the minimum extent necessary to make it valid and enforceable. If the term cannot be so modified, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

(d) Notices. All notices or other communications required under to this Agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, or by commercial overnight delivery service with provisions for a receipt, or by confirmed facsimile or e-mail. Notices shall be sent to the address of the receiving party, as first set forth on the signature page hereto, or to such other address as a Party may specify by written notice.

(e) Assignment; Binding Effect. Neither Party may assign or transfer this Agreement or any of its rights or obligations arising under this Agreement except with prior written consent of the other Party. This will be binding on the Parties heirs, legal representatives, successors and permitted assignees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date written above.

Presenter

Name: _____
Date: _____
Address: _____

Telephone: _____
Email: _____

Equal Value Sales and Services, Corp.

Name: _____
Date: _____
Address: _____

Telephone: _____
Email: _____



EXHIBIT A
SERVICES



EXHIBIT B
SERVICE FEE PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Payment Amount</u>
Total	\$