



INVICTUS REPRESENTATIVE AGREEMENT

Job Title: Sales/Support Representative
Start Date: Processing of this File
Office Location: Offsite remote work area.
Hours of Work: N/A
Introductory Period: 15 work days
Employment Type: Independent
Compensation Type: Commission

Name (Last) _____ (First) _____ (Mi) _____

SS#/EIN# _____ Applicants Date of Birth _____ Gender _____

Mailing Address: Street _____ Apt _____ City _____ State/Provence _____ Area Code _____

Home Phone: _____ Cell Phone: _____ Email: _____

Please fill out this form in its entirety to begin working with Invictus International as a Sales/Support Representative.

Initial next to each paragraph to acknowledge that you understand and accept said statement and sign and date all respective areas with your correct and lawful information.

I understand that: (i) I am being engaged by Invictus International solely as an independent contractor; (ii) both I and Invictus International may terminate my services at any time for any reason at-will; (iii) I will be paid on a commission -only basis based on sales and a per project as explained by an Invictus International representative.

I understand that I can advertise the published consumer rate plans that Invictus International or its partners currently sells or distributes. I may not falsely advertise or mislead customers in any way. I understand that I can use mass media advertising, and that all mass media advertising must be taken from go-tdg.com under the approved advertising section. MassMedia advertising consists of: T.V., Radio, Newspaper, Web Page, Direct Mail, or any publication of 500 sets or more.

I understand I am individually responsible for obtaining any necessary license that may or may not be required in each city and/or state for promoting Invictus International. I am also responsible for any fees in connection with such license.

I understand that if I have a felony on my record, I must make Invictus International aware of the fact and go through the necessary procedures in becoming an approved Invictus International.

I understand that I will only be paid commissions and bonuses on the 15th and 30th of each month. And that no amount under \$50.00 will warrant a payment for said period. This amount will be carried over to the next pay period. I also understand that sales and projects must be confirmed finished by supervisors 3 days prior to the 15th and 30th of each month to qualify payment for said pay period.

I understand that I am an Independent Contractor. As such, I will not be treated as an employee of Invictus International for federal, state or local income tax purposes, or for purposes of workers compensation insurance or state unemployment compensation programs. Accordingly, Invictus International will not withhold income taxes, Social Security taxes or other Independent Contractor taxes from my compensation and I will be solely responsible for setting aside and paying when due all such taxes, including (i) quarterly estimated federal and state income taxes and (ii) the federal self-employment tax (imposed at a current rate of 15.3% on all of my earnings from Invictus International).

The effective date of this Agreement shall be either the date that a computer record of a temporary account is set up with the Company prior to the submission of this agreement, or the date this agreement is received and accepted by the Company and a computer record is established.

Representative agrees to effectuate and promote the retail and direct sale of Invictus International or any other Provider that Invictus International currently sells or distributes in accordance with the terms and conditions of this agreement. Representative understands and agrees that he/she must be in good standing and not in violation of the terms of this agreement in order to be eligible for commissions and bonuses.

Representative shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances in relation to Providers that Invictus International currently sells or distributes.

Representative acknowledges and agrees that he/she is an Independent Contractor and is not an employee, agent, or legal representative of Invictus International or of any other Provider that Invictus International currently sells or distributes. Nothing in this agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between the Independent Contractor and Invictus International.

Representative understands and agrees that as an Independent Contractor, he/she will be self-employed, be subject to entrepreneurial risk, pay his own license fees, any insurance premiums, be responsible for all costs of his/her business, including but not limited to: travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses, without advances, reimbursement, or guarantee from the company. Representative agrees to pay any self-employment taxes required by federal, state, and local law, statutes and regulations, including the proper collection and payment of sales tax on retail sales.

Representative certifies that the information provided by him/her in this agreement is accurate, complete, and agrees that the provision of false or misleading information authorizes Invictus International, at its election, to declare this agreement void from its inception. Representative also certifies that the social security number listed in this agreement is his/her correct tax payer identification number for United States income tax purposes.

Representative shall indemnify and hold harmless the Company, its shareholders, its officers, directors and employees, from and against any claim, demand, liability, loss, action, causes of action, costs, or expenses (not including but not limited to reasonable attorney's fees) arising out of or alleged to, with, or related to, his/her representations, acts, or operations, including those caused by negligent and intentional acts, which are in violation of this integrated agreement. Invictus International shall not be liable for any special, indirect, direct, incidental, punitive or consequential damages, including loss of profits, arising from or related to, Representative's breach of this agreement.

Representative acknowledges that important terms and conditions of this agreement are incorporated by reference to other agreements. Representative agrees that he/she is subject to the provisions of the incorporated agreements.

Representative acknowledges that they agree to and are bound by the terms and conditions of the Invictus Confidentiality agreement and Privacy policy. Representative agrees that he/she is subject to the provisions of the these agreements.

I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THE II INDEPENDENT CONTRACTOR AGREEMENT AND OBTAIN LEGAL ADVICE FROM MY LEGAL COUNSEL. I ACKNOWLEDGE THAT I HAVE ENTERED INTO SUCH AGREEMENT VOLUNTARILY OF MY OWN FREE WILL AND CHOICE AND WITH FULL KNOWLEDGE OF ITS CONSEQUENCES AND IMPLICATIONS.

I understand and agree that by typing in my name, I am creating an electronic agreement that is legally binding upon me and those I represent in the same manner as if I had signed a paper document containing the same terms and conditions.

Signature

Please type your signature in the box below.

Please verify your signature by typing it again.

Date Signed