



INDEPENDENT COORDINATOR AGREEMENT

RECITALS

WHEREAS, Zola Goods LLC (“Company”) is a limited liability company organized under the laws of the State of Georgia and is engaged in the direct sale of environmentally friendly consumer products; and

WHEREAS, the applicant (“Coordinator”) wishes to become an Independent Zola Coordinator selling Zola products primarily through home-based parties or other similar types of functions or events.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Company and Coordinator agree as follows:

1. **ENGAGEMENT.** Company hereby engages Coordinator as an Independent Zola Coordinator and Coordinator accepts such engagement and agrees to demonstrate and sell Company products in accordance with terms and conditions of this Agreement.

2. **TERM OF AGREEMENT.** This Agreement shall have an initial term of one year commencing as of the Effective Date and, unless earlier terminated, shall automatically renew for successive one-year periods.

3. **COORDINATOR’S SERVICES.** Coordinator will demonstrate and sell Company products to customers at home-based parties or other similar types of functions or events. Coordinator agrees that she/he will not demonstrate or sell any non-Company products at home parties where Company products are demonstrated and sold. Coordinator will not sell Company products on the internet or in any public retail or service establishments. Nor will Coordinator sell Company products for resale.

Coordinator shall comply with all federal, state and local laws and regulations in the conduct of her/his business. Coordinator will be totally accurate and truthful in presenting the Company's products, and will conduct herself/himself in a manner that reflects the highest standards of integrity and which will promote the reputation of the Company.

4. **INDEPENDENT CONTRACTOR.** Coordinator is engaged solely as an independent contractor and not as an employee, agent, partner or franchisee of, or joint venturer with, the Company. No employer/employee, partnership or other relationship shall be created by this Agreement. Coordinator has no authority, actual, apparent, or implied, to act for or on behalf of the Company or to bind the Company in any contract or to incur any debt, obligation or liability on behalf of the Company, without the express written approval of the Company.

As an independent contractor, Coordinator will be solely responsible for all federal, state and local income taxes, self-employment taxes and any other taxes of any kind related to or arising from the income derived by Coordinator from the services performed pursuant to this Agreement. Coordinator further acknowledges that the Company does not provide health insurance, retirement benefits, workers compensation insurance, unemployment compensation insurance, disability insurance, or any other employee benefits of any kind. Coordinator agrees that she/he shall have no claim against the Company for vacation pay, sick pay, health or retirement benefits, social security benefits, disability benefits, unemployment benefits, or any other employee benefits of any kind.

5. **SUBMISSION OF PRODUCT ORDERS.** Coordinator will submit product orders to the Company within (5) days of their receipt. These orders must be submitted through the Company website, and be accompanied by full payment for the products ordered, shipping costs, and the amount of all applicable state and local sales taxes due on the order. Such payment shall be made by Visa, MasterCard, Debit Card, Discover, or other payment deemed acceptable by the Company. All orders are subject to acceptance by the Company and the Company reserves the right to reject any order, or portion(s) thereof, in its sole and absolute discretion.

In the event Coordinator receives notice from a customer that the customer wishes to cancel an order that has already been submitted to the Company, Coordinator shall immediately notify the Company of the cancellation by e-mail.

6. **COMPENSATION.** Company will pay Coordinator commissions calculated on the basis of twenty percent (20%) of the sales price of Company products (exclusive of sales tax, handling and shipping charges):

- (A) for which valid customer orders are submitted by Coordinator; and
- (B) for which orders are received directly (e.g., by mail or through the Company's website) from customers who specify Coordinator as their Coordinator with respect to the particular purchase order.

Coordinator shall not be entitled to any commissions with respect to any orders, or portion(s) thereof: (1) not accepted by the Company; or (2) for which payment was not received by the Company; or (3) which are not filled by the Company due to unavailability of the ordered product(s) or other cause beyond the control of the Company. Commissions will be paid within thirty (30) days of the Company's acceptance of the customer order and/or receipt of payment, whichever is later. If Coordinator has any questions concerning the amount of commissions paid by the Company on any customer order(s) or believes any error has been made regarding commissions, Coordinator must notify Company in writing within 30 days of the date of her/his receipt of payment of the commission(s) in question. Failure of the Coordinator to give such written notice within the 30 day period will result in the Coordinator being deemed to have waived any claim for additional commissions with respect to the customer order(s) involved.

Coordinator agrees that the commissions described above are the only compensation to which she/he may become entitled to receive under this Agreement and that she/he shall not be entitled to receive any other compensation or benefits of any kind for services rendered on behalf of the Company.

7. **SALES TAXES.** Coordinator shall collect from each customer all applicable state and local sales taxes due on each product order and, as provided in paragraph 5 above, shall include that amount with the payment made to the Company at the time the

purchase order is submitted. Company will be responsible for paying the collected sales taxes to the applicable state and local government agencies.

8. **ADVERTISING.** In order to safeguard and promote the good reputation of Company and its products, Coordinator agrees to refrain from spamming, sending unsolicited faxes, telemarketing, creating an unauthorized web site, and responding to media inquiries without the approval of Company.

9. **TRADEMARKS.** Coordinator agrees to protect the Company's trademark and trade name by not reproducing the Company's name and/or trademarks or copy any of the Company's materials or use any advertising without the written approval of the Company.

10. **CONFIDENTIAL INFORMATION.** Coordinator acknowledges that information and materials provided to her/him contain confidential and proprietary information of the Company and agrees not to use, disclose or reproduce any of these materials for any purpose other than conducting the Company's business.

11. **INDEMNIFICATION.** Coordinator shall be fully responsible for all of his or her verbal and written statements made regarding Company products which are not expressly contained in official Company materials. Coordinator shall also be fully responsible for any negligent or wrongful acts or omissions on Coordinator's part that results in injury, damage or loss to Coordinator or to any other person. Coordinator agrees to indemnify and defend Company and Company's directors, officers, employees, and agents against, and hold them harmless from, any and all claims, demands, liabilities, judgments, administrative actions or proceedings, fines penalties refunds, costs, and expenses, including but not limited to reasonable attorney's fees, and from any losses whatsoever (including damage to reputation and loss of business) incurred by Company as a result of the Coordinator's (1) unauthorized representations concerning Company products; and (2) negligent or wrongful acts or omissions that result in injury, damage or loss to any person. This provision shall survive the termination of this Agreement.

12. **RECORDS.** Coordinator will maintain books, records and other documentation required for the performance of its services under this Agreement and further agrees to retain such records for a period of six (6) years or such longer time as may be required by applicable laws. All such records shall be made available to the

Company and its representatives for inspection upon reasonable written notice. Coordinator further agrees that the Company has the right to audit her/his sales records and agrees to fully comply with the Company's audit requests.

13. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause, at any time, for any reason, upon thirty (30) days prior written notice to the other party. Such notice shall be sent by United States first class mail or be delivered by overnight delivery service.

14. **TERMINATION FOR CAUSE.** In the event of breach of this Agreement by either party, the non-breaching party may elect to terminate the Agreement immediately by giving written notice of such election to the breaching party. Such notice shall be sent by United States first class mail or delivered by overnight delivery service.

15. **AUTHORIZATION FOR RELEASE OF INFORMATION.** Coordinator hereby authorizes the Company to release her/his name, telephone number and e-mail address in response to a customer request for a Zola coordinator in Coordinator's geographic area, unless Coordinator notifies the Company in writing that she/he does not want such information released.

16. **ASSIGNMENT.** Coordinator shall not assign or attempt to assign any of her/his rights or obligations under this Agreement without the prior written consent of the Company.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to agreements made in and to be performed entirely within the State of Georgia.

18. **JURISDICTION AND VENUE.** Coordinator agrees that she/he shall be subject to personal jurisdiction in the State of Georgia with respect to any disputes arising in connection with this Agreement and further agrees that any lawsuits pertaining to this Agreement shall be commenced and maintained in the Gwinnett County Superior Court, County of Gwinnett, State of Georgia.

19. **SEVERABILITY.** In the event that any term or provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the remaining terms and provisions of this Agreement shall not be affected.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof. Except as set forth in paragraph 20 below, this Agreement may be changed only by a writing signed by the party against whom enforcement of any amendment, modification, change, waiver or extension is sought.

21. **CHANGES TO THE AGREEMENT.** Because federal, state, provincial, territorial and local laws, as well as the business environment, periodically change, Company reserves the right, in its sole and absolute discretion, to amend this Agreement from time to time. Amendments shall be effective upon notice to Coordinator that the Agreement has been modified. Notification of amendments shall be made to Coordinator by: (1) posting a complete copy of the amendment(s) on the Company's official web site; and (2) electronic mail (e-mail) sent to Coordinator at the most recent e-mail address furnished by Coordinator to the Company. Coordinator's continued sale of Company products after notification of the amendment(s) shall constitute acceptance of any and all amendments.

22. **HEADINGS.** The headings used in this Agreement are for convenience of reference only and do not form a part hereof and shall not be used in any way to modify, interpret or construe the intent of the parties.