

INDEPENDENT CONTRACTOR AGREEMENT
Consumers Win Savings Club Representative

This Agreement is entered into between Village Connector Community News, Inc. (hereafter, "Company") and _____, an independent distributor.

1. I understand that as an independent distributor with the Consumers Win! Savings Club:

a. I have the right to offer Consumers Win! Savings Club memberships to consumers in any jurisdiction where the program operates now and in the future., consistent with these Terms and Conditions.

b. I understand that my relationship with the Company is that of an independent contractor and not employee, and that as an independent contractor, I will comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

d. I will perform my obligations as a Distributor with honesty and integrity.

e. I will only use the sales materials and order forms which are authorized by Company for the sales of its goods and services.

2. On each membership sale that I make Company authorizes me to retain \$14.95 as income to me. I understand that I must remit \$5.00 of each sale to a charity that has been approved by Company. I shall remit a check reflecting \$5.00 for each membership sold on a weekly basis. My check will be made out to the charity I have chosen and will be submitted to Company along with a copy of my order forms. I will retain a copy of my order forms for my own records.

3. I agree that as an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Company. I am not authorized to and will not incur any debt, expense, obligation, or open any checking account on behalf of, for, or in the name IMPI. I understand that I shall control the manner and means by which I operate my independent distributorship, subject to my compliance with these Terms and Conditions, I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF COMPANY FOR FEDERAL OR STATE TAX PURPOSES. Company is not responsible for any type of withholding, and shall not withhold or deduct

from my compensation , if any, FICA, or taxes of any kind, unless such withholding becomes legally required.

4. I have carefully read and agree to comply with Company Policies and Procedures and the Company Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions. I understand that these Terms and Conditions, the Company Policies and Procedures, or the Company Marketing and Compensation Plan may be amended from time to time, and I agree that any such amendment will apply to me. Notification of amendments shall be e-mailed to Distributors. The continuation of my agreement with Company or my continuing to submit orders for processing after any amendments have been made shall constitute my acceptance of any and all amendments.

5. I may not assign any rights or delegate my duties under this Agreement without the prior written consent of Company. Any attempt to transfer or assign this Agreement without the express written consent of Company renders this Agreement voidable at the option of Company and may result in termination of this Agreement.

6. I understand that either party to this Agreement may terminate it on 30 days notice to the other within their discretion and without recourse. In the event of termination, Company shall accept all orders taken prior to termination, provided that they otherwise comply with the terms of this Agreement. If the Agreement is terminated without cause under the terms of this paragraph I will be allowed to continue to submit renewals for customers who purchased memberships from me prior to termination, provided that the renewal orders otherwise comply with the terms and conditions of this Agreement.

7. I understand that if I fail to comply with the terms of this Agreement, Company may, at its discretion terminate this Agreement upon notice to me by mail, email or other verifiable methods. In the event of termination, I shall not be entitled to submit orders for processing or to continue to hold myself out as an independent distributor of Company. In that event, I shall immediately cease soliciting or accepting orders from customers as of the date I am notified of termination by the Company.

8. The Company, its directors, officers, shareholders, employees, assigns, and agents (collectively referred as “affiliates”), shall not be liable for, and I release Company and its affiliates from, and waive all claims for consequential, and exemplary damages for any claim that arises from or relates to the Agreement. I further release Company and its affiliates from all liability arising from or relating to the promotion or operation of my distributorship.

9. This Agreement constitutes the entire contract between Company and myself. Any promises, representations, offers, or other communications not expressly set forth in this Agreement are of no force or effect. To the extent of any conflict or inconsistency between this Agreement and any other agreement (other than the Policies and Procedures), this Agreement shall supersede and prevail over any term of any other agreement as to the matters addressed herein. To the extent of any conflict or

inconsistency between this Agreement and the Policies and Procedures (in their current form or as subsequently modified), the Policies and Procedures shall in all instances supersede and prevail over any term of this Agreement as to the matters addressed herein.

10. Any waiver by Company of any breach of this Agreement must be in writing and signed by an authorized officer of Company. Waiver by Company of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach.

11. In the event that a provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

12. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to principles of conflicts of laws, unless the laws of the state in which I reside expressly require the application of its laws to this transaction (in which case such state law shall govern). All disputes and claims relating to Company, the Distributor Agreement, the Company Compensation Plan or its products and services, the rights and obligations of an independent Distributor and Company, or any other claims or causes of action relating to the performance of either an independent Distributor or Company under the Agreement or the Company Policies and Procedures shall be settled totally and finally in a court of competent jurisdiction within the State of Maryland, and I consent to personal jurisdiction in such courts for that purpose.

Distributor Signature

Print Name of Distributor

Village Connector Community News, Inc.