



Best Reps
4045 S. Buffalo Drive
Suite A101-371
Las Vegas, NV 89147
Tel 702.542.1972
Fax 702.552.5545
Web www.bestreps.net

This Independent Contractor Agreement (the “Agreement”) is entered into as of your official Join Date as an independently contracted model with BestReps.net by and between yourself, the Registered Model (the “Contractor”), and Best Reps, with parent Company being The Allen Sito Group/The ASG (the “Company,” and together with the Contractor, the “Parties”).

RECITALS

WHEREAS, the Company wishes to engage the Contractor as an independent contractor for the Company for the purpose of completing certain specified tasks within the guidelines set forth below; and

WHEREAS, the Contractor wishes to provide the Services (as defined below) in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES

(a) Of the Contractor. The Contractor agrees to do each of the following:

A. Perform the Services set forth in Exhibit A attached hereto and incorporated herein by this reference (collectively, the “Services”).

B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.

C. Perform the Services in a safe, good, and workmanlike manner by skilled, competent, and experienced personnel

D. Communicate with the Company regarding progress the Contractor has made in performing the Services.

E. Provide services (including the Services) and end products that are satisfactory and acceptable to the Company and to such of those clients of Company.

(b) Of the Company. The Company agrees to do each of the following:

A. Engage the Contractor as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.

B. Provide relevant information to assist the Contractor in performance of the Services hereunder.

C. Pay Contractor only for services satisfactorily completed.

2. NATURE OF RELATIONSHIP

(a) Independent Contractor Status. The Contractor agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Contractor is and will remain an independent contractor in its relationship to the



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Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security contributions, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind not specifically mentioned herein. Nothing in this Agreement shall create any obligation between either Party and any third party.

(b) Indemnification of Company by Contractor. The Company has entered into this Agreement in reliance on information provided by the Contractor, including the Contractor's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Contractor is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Contractor's own actions, the Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Contractor and the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Contractor's earnings had the Contractor been on the Company's payroll and employed as an employee of the Company.

3. CONFIDENTIAL INFORMATION

The Contractor agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company in provision of services hereunder, or to disclose to any person, firm, corporation, or any other entity without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, information provided to the Contractor, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Contractor by the Company, either directly or indirectly. The Contractor may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing. No oral authorization for the use of Confidential Information may be obtained by Contractor from the Company.

4. REPRESENTATIONS AND WARRANTIES

(a) The Parties each represent and warrant as follows:

- A. Each Party has the full power, authority, and right to perform its obligations under the Agreement.
- B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms.
- C. Entering into this Agreement will not violate the charter or bylaws of either Contractor or Company and will not violate the terms of any contract to which either is also a party.

(b) The Contractor hereby represents and warrants as follows:



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A. The Services shall be performed in accordance with standards prevailing in the Contractor's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations.

5. COMPENSATION

(a) Terms and Conditions. The Company shall pay the Contractor in accordance with the provisions set forth in Exhibit A.

(b) Timing of Payment. Payments shall be made to the Contractor within five (5) business days of the Company's receipt of its client's payment for all Services performed to the Company's satisfaction by Contractor in accordance with Exhibit A.

(c) No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to the Contractor under any of the following circumstances:

A. If prohibited under applicable government law, regulation, or policy;

B. If the Contractor did not perform or complete the Services described in Exhibit A;

C. If the Contractor did not perform the Services to the reasonable satisfaction of the Company;
or

D. If the Services performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.

(d) No Other Compensation. The compensation set out above shall be the Contractor's sole compensation under this Agreement and no other promises are binding or enforceable.

(e) Expenses. Any expenses incurred by the Contractor in the performance of this Agreement shall be the Contractor's sole responsibility and no remuneration will be provided to Contractor for these expenses.

(f) Taxes. The Contractor is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Contractor under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

(g) Cancellation Policy and Penalty Fees. If the Contractor does not fulfill the agreed upon Services to Company's reasonable satisfaction as deemed solely by the Company, Contractor is subject to a \$100 cancellation or penalty fee per day. This fee is a liquidated damage amount agreed to by Contractor and Company to compensate Company for Contractor's failure to perform services. This amount is to represent the harm to the Company, which otherwise would be difficult to completely ascertain. If wages are owed to Contractor, Best Reps has Contractor's express consent to withdraw this fee from wages previously and/or currently owed.

6. WORK FOR HIRE

The Contractor expressly acknowledges and agrees that any work prepared by the Contractor under this Agreement shall be considered "work for hire" and the exclusive property of the Company unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Contractor hereby assigns to the Company all of Contractor's right, title, and interest in and to such work. The Contractor shall execute and deliver to the Company any instruments of transfer and take such other action that the Company may reasonably request, including, without limitation, executing and filing, at the Company's



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expense, copyright applications, assignments, and other documents required for the protection of the Company's rights to such materials.

7. NO CONFLICT OF INTEREST; OTHER ACTIVITIES

The Contractor hereby warrants to the Company that, to the best of its knowledge, it is not currently obligated under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Contractor is free to engage in other independent contracting activities; provided, however, the Contractor shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Contractor's obligations or the scope of Services to be rendered for the Company pursuant to this Agreement. It is not a conflict hereunder for Contractor to take a contract with any other company in the same business as Company.

8. TERM

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, will continue until the Services have been satisfactorily completed and the Contractor has been paid in full for such Services (the "Term").

9. TERMINATION

This Agreement may be terminated:

- (a) Under its sole discretion and that of any of its clients, the Company has the right to terminate at any time;
- (b) By either Party for a material breach of any provision of this Agreement by the other Party; and
- (c) By the Company at any time and without prior notice, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the termination of this Agreement for any reason, the Company shall promptly pay the Contractor according to the terms of Exhibit A for Services rendered before the effective date of the termination. The Contractor acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

10. RETURN OF PROPERTY

Within 5 days of the termination of this Agreement, whether by expiration or otherwise, the Contractor agrees to return to the Company all Company products, samples, models, or other property and all documents, retaining no copies or notes, relating to the Company's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the Contractor during and in connection with its representation of the Company.

All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the Company's business, whether prepared by the Contractor or otherwise coming into its possession, shall remain the



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Company's exclusive property.

11. INDEMNIFICATION

(a) Of Company by Contractor. The Contractor shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Contractor arising from or connected with Contractor's carrying out of its duties under this Agreement, or (ii) the Contractor's breach of any of its obligations, agreements, or duties under this Agreement.

(b) Of Contractor by Company. The Company shall indemnify and hold harmless the Contractor from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Company's operation of its business, (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Company's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Contractor.

12. USE OF TRADEMARKS

The Contractor recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Contractor cause diminishment of value of said trademarks or trade names through any act or representation. The Contractor shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, whether by expiration or otherwise, the Contractor shall cease to use all of the Company's trademarks, marks, and trade names. Contractor shall not use any of Company's service marks in Contractor's performance of services for any other Company.

13. MODIFICATION

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

14. ASSIGNMENT

The Company may assign this Agreement freely, in whole or in part. The Contractor may not, without the written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement unless Contractor contracts with an Independent Contractor currently contracted with Best Reps. The Contractor may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Company of written notice of such assignment or transfer.

15. SUCCESSORS AND ASSIGNS

All references in this Agreement to the Parties shall be deemed to include, as applicable, a



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reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

16. FORCE MAJEURE

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

17. NO IMPLIED WAIVER

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation under this Agreement.

18. NOTICE

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by U.S. mail to the respective Parties.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the state of Nevada. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

20. VENUE

The Parties consent to Venue in Clark County, Nevada for any legal or equitable court action arising under this Agreement. The parties waive any arguments as to improper venue or lack of jurisdiction in such Court action.

21. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, electronic signature or other electronic medium shall have the same force and effect as an original "wet ink" signature. Company's acceptance of Contractor's electronically signed Agreement is Company's signature to Agreement.

22. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be



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effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under governing law or rule, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

23. ENTIRE AGREEMENT

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

24. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[E-SIGNATURE ONLINE CONSTITUTES LEGAL AND BINDING AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date registered with BestReps.Net Online and/or any entity of The Allen Sito Group

EXHIBIT A DUTIES, SPECIFICATIONS, AND COMPENSATION

You will be responsible for successfully completing the specified projects according to specifications and within the brand guidelines discussed on an event-by-event basis. Your acceptance of each event and the duties of that event bind it as applicable to the terms of this agreement. Each event is to be completed according to the terms and guidelines of brands and clients.

You agree to invoice Best Reps for your services rendered after each event. Your invoice must be provided by email to Best Reps.

Best Reps does not deduct or withhold any taxes, FICA or other deductions that are legally required to be made from the pay of its employees because you are an independent contractor. As an independent contractor, you will not be entitled to any fringe benefits, such as unemployment insurance, medical insurance, pension plans or other such benefits that would be offered to Best Reps' employees.

During each project, you may be in contact with or directly working with proprietary information that is integral to the operation of Best Reps, its clients, and their competitive positions. All information must be treated with strict confidence and may not be used at any time or in any manner for any reason outside of your contracted project or event.



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Rates will vary from project-to-project. If you accept and confirm any assignment, you have AGREED to the rate noted and no negotiation may take place thereafter. The terms of this agreement are confidential. NO discussion of event rates with clients, project managers, team leads, customers, or other independent contractors working any events is permitted. Discussion of your event rate with these Parties will result in immediate termination of this Agreement. Payment of your invoice to Best Reps will be made within 5 days of Best Reps receipt of its client's payment to Best Reps.

Failure to perform under this Agreement as agreed and expected will result in a \$100 cancellation fee per event. Examples of such failures are showing up at any time after call time has been established, missing your confirmed event, being physically or verbally combative with event participants or onsite personnel, willful refusal to follow directions onsite, showing up intoxicated, stealing product, speaking negatively regarding Best Reps and its clients, or performing with anything less than the positive, outgoing attitude for which you were contracted to bring to the event. Failure to comply with any of these terms will result in the forfeiture of your previously agreed upon event rate and removal from further consideration for contracted events. This amount is not a penalty but is an agreed upon liquidated damage amount to compensate Best Reps for your breach of the Agreement.

You are prohibited from any communications with Best Reps' clients or the executive brand representatives unless given express written permission directly from and signed by Best Reps, or any entity of The Allen Sito Group.

Photo Release. Best Reps and The Allen Sito Group have your express permission to use and/or replicate photographs and video taken of you during your services, or during any corporate/client public events for the purpose of publishing in corporate media, on the organization's website, and client distribution. Best Reps and the Allen Sito Group have your express permission to use your name to identify your participation in services, or during any corporate/client public events associated with their organization.