

## INDEPENDENT MARKETING REP (IMR) AGREEMENT

General Instructions: After you have completed and signed this Agreement, please either email it to [support@dalaca.com](mailto:support@dalaca.com) or fax it to: (813) 269-2541. If for any reason, you should incur any difficulties sending your fax, you may call (813) 265-9200 for their instructions.

Within a short period of time from receiving your signed copy of our IMR Agreement, if we have an opening available, for an additional IMR, we will return you our signed copy of the IMR Agreement, along with an email giving you any additional information you may need to get started.

## INDEPENDENT MARKETING REP (IMR) AGREEMENT

THIS AGREEMENT is made and concluded by and between \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the IMR and DALACA LLC

hereinafter called DALACA

NOW, THEREFORE, in consideration of the mutual covenants and promises detailed within this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#1: During the time this AGREEMENT is in effect, In consideration of IMR fulfilling the duties and responsibilities set forth herein, DALACA shall pay IMR an initial commission of \$150.00 and then commencing about 30 days later, a recurring monthly commission of \$50.00 for each DALACA Power Marketing Magic 9 License Subscription sale, generated by the IMR during the term of this AGREEMENT, for which DALACA has received payment. **Note:** If you are recruited to market the DALACA Power Marketing Magic 9 product by one of our Master Independent Marketing Reps (MIMR), instead of the \$50.00 monthly recurring commission, you would be paid a \$60.00 monthly recurring commission.

#2: With the exception of certain sales requirements and the termination conditions stated in this Agreement, IMR shall continue to receive their earned monthly recurring commissions, for as long as their License Subscription customer continues to pay their monthly recurring subscription fees.

#3: Once IMR has generated a minimum of 20 License Subscription sales, DALACA promises to pay the IMR, their payable recurring monthly commissions, for as long as the IMR License Subscription customers continues to pay their monthly recurring subscription fees or for as long as DALACA remains in business.. This is regardless of whether or not this Agreement is terminated by either the IMR or DALACA.

#4: **MARKETING TERRITORY:** IMR shall be permitted to market and sell the DALACA Power Market Magic 9 marketing system License Subscriptions anywhere within the continental USA.

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#5: SALES REQUIREMENTS: In order for this AGREEMENT to remain valid for the IMR, each consecutive month, the IMR is required to generate at least one sale, for which DALACA has received payment. Should any IMR fail to meet this Sales Requirement minimum, this Agreement will become immediately void, perhaps with no notice to the IMR. (This is with the exception of IMR protected within the conditions stated in our Paragraph #3)

#6: Any commissions payable pursuant to this AGREEMENT shall be paid by the 15th working day of the month following the month during which the invoice amount or any portion thereof of a sale is collected by DALACA.

#7: IMR agrees that they are not an employee of DALACA for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. IMR agrees to pay and be solely responsible for all applicable taxes, both state and federal, in connection with amount paid by DALACA to IMR. IMR agrees to obtain any licenses they may need, local, state and/or federal, to conduct their DALACA sales business. As an independent contractor,

#8: As an independent contractor, IMR acknowledges they are not eligible to participate in any of DALACA'S fringe benefit programs.

#9: Nothing contained herein shall prevent DALACA from contracting with other representatives for similar services. IMR is not an exclusive agent of DALACA.

#10: This Agreement encompasses the entire agreement of the parties and there are no other agreements of understandings, either written or oral.

#11: This Agreement may be modified, revised and amended by DALACA simply by giving IMR 30 calendar day's written notice.

#12: TERMINATION: Without any reason or cause, both the IMR and DALACA shall have the right to terminate this Agreement, 30 calendar days, after giving written notice of such termination to the other party.

#13: In the event of the termination of this AGREEMENT, DALACA will pay for all commissions due on sales through the date of cancellation. After the cancellation date, DALACA will not owe the IMR any commissions on sales generated after cancellation. This is except for the conditions provided above, in paragraph number 3.

#14: Should any part or provision of this contract be adjudicated inoperative or invalid the remaining provisions of the contract will remain in effect and operate as if the invalid or inoperative provision had never existed.

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#15: The construction, interpretation of this contract and all transactions under it shall be governed by the laws of the State of Florida.

WITNESS OUR SIGNATURES, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

DALACA LLC

IMR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Print Name\_\_\_\_\_

Print Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Street Address\_\_\_\_\_

Street Address\_\_\_\_\_

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City\_\_\_\_\_

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