

Your address here...

Your company name here...

# TeleQuery

This agreement, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among TELEQUERY.NET, INC., a Delaware Corporation, with headquarters located at 3409 Paint Drive, Denton, TX 76210 ("TELEQUERY"), and \_\_\_\_\_, located at \_\_\_\_\_ ("THE MUTUALLY DISCLOSING PARTY").

WITNESSETH:

WHEREAS, TELEQUERY and THE MUTUALLY DISCLOSING PARTY have disclosed and/or may in the future disclose to one another certain knowledge and information relating to their products, how they conduct and/or will in the future conduct their business, how they compete and/or will in the future compete in the marketplace, (which activities, together with descriptions of their products, services and strategic plans are hereinafter collectively referred to as the "Confidential Information"); and

WHEREAS, the Confidential Information contains information which is proprietary and confidential to TELEQUERY and THE MUTUALLY DISCLOSING PARTY, including, without limitation, the methods, techniques, technology, products, algorithms, sales and/or marketing strategies, and/or ideas embodied therein; and

WHEREAS, both parties acknowledge and agree that they are deriving a substantial benefit from the receipt and/or use of the Confidential Information; and

WHEREAS, both parties acknowledge that unauthorized disclosure to third parties and/or unauthorized use of the Confidential Information will cause irreparable damage to the other party for which monetary damages would not be adequate,

NOW, THEREFORE, in consideration of the premises as aforesaid and the mutual promises, covenants, and agreement herein set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Confidential Information is confidential and proprietary to both parties.
2. Neither party will make use, either directly or indirectly, of any of the Confidential Information which is received or has been received from the other party other than for the purpose of entering into, maintaining, or determining whether to enter into or maintain a business relationship with the other party, including, without limitation, the development of products, purchase of products or license of product rights from the other party.
3. Neither party will disclose, publish or otherwise reveal any of the Confidential Information to any other party, except with the express prior written authorization of the other party, and will restrict access to the Confidential Information to the other party's officers and employees. Both parties will ensure that neither they nor their officers or their employees uses the Confidential Information for any purpose other than as expressly set forth herein or disclose to third parties the Confidential Information other than as expressly set forth herein. Both parties will take such appropriate action as may be necessary (by instruction, notice, or agreement) with persons having access to the Confidential Information to protect the proprietary nature and confidentiality of the Confidential Information.
4. All Confidential Information provided to either party in tangible form and any copies of same shall be returned to the other party upon request of the other party therefore.
5. Neither party, without the express prior written authorization of an officer of the other party, will in any way attempt to circumvent, compete with, or re-create the product(s) of the other party for the purposes of (a.) removing the other party from the business relationship with the other party's customer or client, or (b.) entering the same area of business as the other party covered by the Confidential Information, except as provided for in agreements between the parties which specifically allow this provision (b.)

IN WITNESS THEREOF, the parties hereto have hereunto affixed their hands as of the date first above written.

**SIGN HERE**

\_\_\_\_\_  
For TELEQUERY.NET, Inc.  
By: Jerome J. Gilels  
Title: President  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_

\_\_\_\_\_  
For THE MUTUALLY DISCLOSING PARTY  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_

← Your printed name...

Complete these lines...

# TQ/ODOR LIQUIDATOR SALES REP AGREEMENT

TeleQuery.Net, Inc., 3409 Paint Drive, Denton, TX 76210 (hereinafter referred to as "TQ") and

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

(hereinafter referred to as "TQ REP") enter into this TQ/Odor Liquidator Sales Representative Agreement provided this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

## Background Information

TQ distributes Odor Liquidator™ (herein after referred to as "OL"), a chemical powder, which, when combined with warm water, produces a non-toxic, non-destructive liquid, used to eliminate biological odors.

In consideration of this background information and the terms and conditions set forth below, TQ and TQ REP hereby agree as follows:

## Substantive Provisions

1. TQ hereby grants TQ REP a non-exclusive right to sell the chemical powder to commercial and residential users without further approval. The minimum sale amount is one (1) pound. Industrial and institutional sales may require additional approval(s).
2. TQ's sole responsibility is to provide TQ REP with OL. Although TQ may, on occasion, provide TQ REP with sales leads, TQ REP shall seek out prospective customers without the assistance of TQ. If TQ, in its sole discretion, believes that TQ REP has misrepresented OL, or in any other way has risked causing damage to TQ's image or ability to do business in this market, this agreement will be deemed null and void. Upon any such occurrence, TQ REP agrees to forfeit any rights and/or responsibilities for payments earned following said occurrence. TQ shall maintain full control and authority over the marketing and sale of OL.
3. TQ REP shall
  - market and sell OL as allowed by TQ under this agreement;
  - contract directly with customers, using only the appropriate sales agreement(s) provided by TQ; and

TQ/Odor Liquidator Sales Representative Agreement ID \_\_\_\_\_  
(YYYYMMDDNN)

TQ REP Initials: \_\_\_\_\_

TQ Initials: \_\_\_\_\_

- TQ REP may also purchase OL in bulk, and sell either the raw powder or the prepared liquid directly to the public, as long as TQ REP uses only TQ-approved packaging, labeling, and support materials.

4. TQ REP shall also provide the following services to TQ during the term of this Agreement:

- TQ REP shall record every sale, using an approved sales order form.
- TQ REP understands that no sale is final until payment is received by TQ. Customer pays for OL in advance. Then, OL is shipped, received, and accepted by the customer. Upon receipt of payment by TQ, TQ shall render payment to TQ REP upon a regular, semi-monthly schedule.

5. Customers shall, without exception, pay TQ for OL in advance. TQ REP is responsible for collection of all monies from the customer and the payment of said monies to TQ from the sales of OL to customers, TQ REP'S direct sales to the public, and for all taxes levied on the sale of OL to customers or the public before product shall be shipped by TQ.

6. TQ shall pay to TQ REP \$20.00 per pound for all sales of OL sold at the current \$70 per pound level. Reorder sales will be paid at the rate of \$15 per pound, and will continue while TQ REP is employed by TQ. See Exhibit A (attached) for additional compensation levels.

7. Either party may terminate this Agreement with ten (10) days written notice to the other party for any reason. TQ may modify the rates charged for OL at any time with thirty (30) days' written notice to TQ REP. TQ may, at any time, pass through at its cost any tax, special assessment, or other special cost levied upon TQ by any governmental authority or third party by governmental approval related to the sale of OL.

8. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the TQ and TQ REP. TQ REP is an independent contractor and not an employee of TQ or any of its subsidiaries or affiliates. The consideration set forth herein shall be the sole consideration due TQ REP for the services rendered hereunder. It is understood that TQ will not withhold any amounts for payment of taxes from the compensation of TQ REP hereunder. TQ REP will not represent to be or hold itself out as an employee of TQ, and TQ REP acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to TQ's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal, or municipal laws, or union or professional guild regulations, shall be TQ REP's sole responsibility.

9. In the event TQ REP defaults in performing any of its obligations under this Agreement and such default is not cured within seven (7) days following notice, TQ may immediately terminate this Agreement and may assume all rights to any and all of TQ REP'S accounts to which OL has been sold. In such event, TQ REP shall immediately forward to TQ all records and materials associated with the provision of OL to those accounts including, but not limited to, OL powder or liquid or any other form, contracts, order forms, payment records, and contact information. Notice of default may be provided (a) by letter for which receipt is known (b) by

certified mailing of a letter to TQ REP's last known address, whether or not actually received by TQ REP or (c) by interruption of shipping of OL.

10. TQ REP's sole remedy for any breach of this Agreement by TQ is to terminate the purchase of additional product(s) from TQ under this Agreement.

11. TQ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TQ assumes no liability of any kind to TQ REP or TQ REP's customers in the provision of any aspect of OL. TQ shall not be liable for direct or indirect damages or consequential damages for any reason or conditions including but not limited to any failure, mistake or error concerning OL. TQ REP shall include suitable provisions in its contracts with commercial customers and the public that limits any liability of TQ to TQ REP's customers.

12. TQ REP agrees to indemnify, defend, and hold harmless TQ from and against any third party claim, action, suit, or proceeding arising out of the inaccuracy of any representation or warranty or the failure to perform any covenant made by TQ REP in this Agreement, except for instances where the specific lawsuit basis involves actions performed by TQ that cause the Plaintiff damages and are outside the specifications included in this Agreement. Such indemnity shall apply to all losses, damages, liabilities, and reasonable attorney's fees and costs incurred by the party receiving the benefit of this paragraph.

13. In no event shall TQ be responsible for any amount in excess of the manufacturing cost of OL by TQ to TQ REP, and any liability shall be further limited to the specific amount of product used.

14. TQ REP may not assign this Agreement or enter into sub-contracts for the distribution of OL without written approval from TQ. Should TQ REP desire to sell or otherwise discontinue its business, TQ shall be given notice of price, terms, and conditions. TQ shall have the first right of refusal to purchase such business, and/or that portion of the business relevant to OL. TQ must give TQ REP written notice of its intent to exercise this right within 30 days from receipt of notice from TQ REP. During this 30-day period, TQ shall be afforded a reasonable opportunity to examine the assets, books, and records of TQ REP. Any attempt to assign this Agreement shall trigger an express condition precedent voiding this Agreement.

15. This Agreement, including Exhibit A, together with that certain Confidentiality Agreement dated \_\_\_\_\_, 20\_\_\_\_ contains the complete and exclusive agreement between the parties, supersedes any and all prior oral or written communications, proposals, course of performance, quotations, course of dealing, advertisements, and agreements, and may not be waived, altered, or modified except by written agreement of the parties. The internal laws of the State of Texas shall govern this Agreement. Any action brought under or related to, this Agreement shall be brought exclusively in the courts of Dallas County, Texas. The paragraph headings in this Agreement are for convenience only they form no part of this Agreement. If any part of this Agreement shall be held to be illegal, void, or unenforceable, the remaining portions shall remain in full force and effect. No delay or failure of either party in

exercising any right under this Agreement and no partial or single exercise of any right by any party shall be deemed to constitute a waiver of such a right or any other right under this Agreement.

TQ/OdorLiquidator.com, Inc.  
(TQ)

\_\_\_\_\_  
(TQ REP PRINTS NAME HERE)

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
(TQ REP SIGNS NAME HERE)

# Exhibit A

## Sales Levels For Additional Compensation

<b>Pounds Per Month</b>	<b>Commission Per Pound</b>	<b>Re-orders</b>
<100	\$20.00	\$15.00
100-149	\$22.50	\$17.50
150-199	\$25.00	\$20.00
200+	\$30.00	\$25.00
300+	\$35.00 Stocking Dealer* (optional)	\$30.00

\*: Requires 300+ pounds per month "take-or-pay" commitment.