

EGT NETWORKS, INC.

Phone: (646) 389-4774

PC Products & Services: Email Address: info@egtnetworksinc.com & Website: www.egtnetworksinc.com

Marketing Agent Independent Contractor Agreement

Whereas, Independent Contractor is **NOT AN EMPLOYEE** of *EGT Network, Inc.* and is subject to the terms and conditions of this Agreement, EGT Network, Inc. hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. All independent contractors will be responsible for paying Local, State & Federal Taxes.

Now therefore, it is agreed by *EGT Network, Inc. & Independent Contractor*, that one of the following services checked will be performed as a service to EGT Network, Inc.

As a **Marketing Agent** you're going to work on obtaining new clients and growing current relationships with current clients using our online tools and resources in the cloud as well as other materials we provide. Ongoing training will be provided on obtaining clients using our resources.

Areas that you will be focusing on are as follows.

1. Email Marketing - Promote services and products to leads and prospects you obtain with your help.
2. Online Coupons – Promote services and products to leads and prospects you obtain with your help.
3. Building up relationships on social media by becoming a content expert on our services and products.
4. Social Posts - Keeping clients informed on trends and updates on our services and products.
5. Reach out to prospects like PROPERTY MANAGEMENT, SECURITY GUARD COMPANIES, LANDLORDS and Businesses.
6. Attend events to network with potential clients and create new opportunities for growth.

You will be coordinating with our team leader on products and services promotions. We have a support team in place to assist you with your marketing tasks from day to day. Ongoing training is provided as we develop current and new processes to serve our clients better and enhance their growth with us.

Compensation:

All tasks must be documented and emailed to management for approval before proceeding. The work schedule is flex and designed to work better to help you reach your sales goals at EGT Networks, Inc.

Aim HIGH and earn **10% of profit per business client** you obtain when they buy our services or hire us for projects.

When your client stays active for **30 days you earn a 5% Residual Check** from the profit of that client repeat business.

You stay active and recruit, support and train your own Marketing Agents and earn **8% of each of their referrals**.



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EGT TERMS & CONDITIONS

EGT Network, Inc. will **not be responsible** for any legal or financial liabilities by Referral Organization or any of your members or associates in the course of this agreement and after agreement is cancelled.

EGT Network, Inc. will process Referral Bonus Checks in said commissions earned from the profit of the sale(s) or service(s) from your referrals when client pays EGT Network, Inc. in full. You or any member of your organization is strictly forbidden under any circumstances to contact the client regarding payment of said commission(s) due you, all those matters will be handled by EGT Network, Inc. **NOTE:** All residual commissions on returning clients will NOT BE PAID during any month if **NO ACTIVITY** on your part with **NO REFERRALS** for services or sales.

Inventions - Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this agreement shall be the exclusive property of the company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by {him or her} in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

Conflicts of Interest; Non-Hire Provision - The Contractor represents that {he or she} is free to enter into this agreement, and that this engagement does not violate the terms of any agreement between the contractor and any other third party. Further the Contractor, in rendering {his or her} duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which {he or she} does not have a proprietary interest.

During the term of this agreement, the Contractor shall devote as much of {his or her} productive time, energy and abilities to the performance of {his or her} duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company, any employee, consultant, or contractor of the Company or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within two years of such employment or engagement.

Right to Injunction - The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special unique, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Merger - This Agreement shall not be terminated by the merger or consolidation of the Company into or with any other entity.

Termination - The Company may terminate this Agreement at any time by 10 working days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

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Background Check – All Independent Contractors are required to have a background check done and results will be kept confidential. Management will have the final word on your roll and duties as a PC Consultant or Website Designer based on result of background check. Random background check will be taken upon signing of the agreement and at any time during contractual relationship on any Independent Contractor or Employee.

Independent Contractor - This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in {his or her} relationship to the 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 worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Successors and Assigns - All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

Arbitration - Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in New York State in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

Waiver – Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment – The Contractor shall not assign any of {his or her} rights under this Agreement, or delegate the performance of any of {his or her} duties hereunder, without the prior written consent of the company.

Notices – Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested.

Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Understanding – This document and any exhibit attracted constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability or Provisions – If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Client information will be kept confidential and never to be shared for any reason or this agreement will be terminated immediately and legal action taken. (See Non-Compete & Non-Disclosure Agreements)

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NON-COMPETE AGREEMENT

For good consideration and as an inducement for EGT Network, Inc. to establish business relationship with Independent Contractor, the undersigned Independent Contractor hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of our business relationship and for a period of (1) One year following termination of business relationship and notwithstanding the cause or reason for termination.

The term "not compete" as used herein shall mean that the Independent Contractor shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of Business Relationship unless permitted under special considerations by owner of EGT Network, Inc.

The Independent Contractor acknowledges that the Company shall or may in reliance of this agreement provide Independent Contractor access to trade secrets, customers and other confidential data and good will. Independent Contractor agrees to retain said information as confidential and not to use said information on his or her behalf or disclose same to any third party.

This non-compete agreement shall extend to the rest of USA from the present location of the Company and shall be in full force and effect for (1) One year, commencing with the date of Business Relationship-contract termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

INDEPENDENT CONTRACTOR NON-DISCLOSURE AGREEMENT FOR GOOD CONSIDERATION, and in consideration of being Independent Contractor of EGT Network, Inc., the undersigned Independent Contractor hereby agrees and acknowledges and agrees THAT:

- 1, During the course of his or her Business Relationship there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
 - (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, and
 - (b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. He or she shall not during, or at any time after the termination of my Business Relationship with the Company, make personal use of, provide to others for use, or disclose or divulge to others including future Independent Contractors, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. Upon the termination of my Business Relationship from the Company:
 - (a) He or she shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of Business Relationship,
 - (b) He or she shall not retain copies, notes or abstracts of the foregoing.
 - (c) The Company may notify any future or prospective Business Relationship or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

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This agreement is subject to all of the Laws of New York State as of the date signed.

Agreement Date: Month _____ Date _____ Year _____

Agreed upon between: _____ and _____
EGT Network Ink/Title (Print) Marketing Agent (Print)

Agreement signed by: _____ and _____
EGT Network Signature Marketing Agent Signature

Referral Agent Information

Address: _____ City: _____ State: _____

Email: _____ Phone: () _____ Cell: () _____



Excellence * Growth * Technology
www.egtcomputers.com

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