



Real Easy Legal Forms, LLC.

licensing@realeaslegalforms.com

LICENSEE CONTRACT

THIS CONTRACT is between _____ (hereinafter called Licensee) and between Real Easy Legal Forms (hereinafter called the R.E.L.F). R.E.L.F operates a Legal document preparation company and requires a written Contract with the Licensee.

If you agree with the following terms and conditions, please date, sign and return a copy to the address shown above.

1. The Licensee is of legal age to enter into this Contract, which becomes effective on the date signed below.
2. Upon acceptance of this Contract, the individual will become a Licensee of R.E.L.F and will be eligible to participate in the selling and distribution of R.E.L.F's products and services. Licensee will service the accounts when services are sold and be solely responsible for resolving any Licensees customer concerns.
3. Independent Contractor: The Licensee understands that s/he is an independent contractor, not an agent, employee or franchisee of R.E.L.F and will not be treated as an employee for any purposes including that of the Federal Unemployment Tax Act and Federal Insurance Contribution Act, the Social Security Act and State Unemployment Act. R.E.L.F shall not maintain Workers Compensation or disability coverage. Licensee understand and agrees that s/he will pay all applicable Federal and State income taxes, self-employment taxes, local taxes and/or license fees which may be due because of my activities under this Contract.
4. The Licensee understands that this Contract supersedes any and all other Agreements between the parties and is the entire Contract between R.E.L.F and the Licensee. No other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by R.E.L.F and the Licensee.
5. Ruling Law: The place of origin of this Contract is the state of Illinois and it shall be governed in accordance with Illinois laws.
6. Binding Arbitration: The undersigned of this Contract do hereby agree to resolve any disputes or controversy now or that they may have in connection with or rising from this Contract using binding arbitration. Said arbitration shall be in accordance with the rules and procedures for the American Arbitration for the City of Chicago, Illinois which rules and procedures for arbitration are incorporated herein by reference and the decision or award by the Arbitrators shall be final, conclusive and binding

upon each party and enforceable in a court of law of proper jurisdiction. All costs of arbitration shall be shared equally except that each party shall pay his own legal costs.

7. The Licensee agrees not to use R.E.L.F's logos, trademarks, trade names, literature or any other materials in any type of advertising without the prior written approval of R.E.L.F.

8. All transactions must be made using a R.E.L.F purchase order, in order to protect the licensee and the company. Using any other contract or agreement with Licensees customers violates this contract. Licensee agrees to submit a copy of the purchase order (signed by the Licensee and the customer) along with customer's workbook via R.E.L.F's portal.

9. Compensation: The Licensee understands that sales are a requirement to earn commissions but he/she is not required to purchase goods or services. Earnings are solely from commissions on products/services sold based upon prices posted on the portal, which may be modified from time to time. Licensee agrees to only charge the prices of services provided by R.E.L.F along with a \$25.00 processing fee that may or may not be waived at sole discretion of the Licensee. Licensee agrees to keep all monies collected from their customer minus the fee stipulated in the portal for the specific service, which Licensee agrees to upload immediately to R.E.L.F via the portal along with a copy of the purchase order and the workbook.

10. Indemnification: The Licensee indemnifies and hold harmless R.E.L.F from any claims, damages, and expenses including attorney's fees arising out of his/her actions or conduct in violation of this Contract. Licensee agrees to pay all legal fees that R.E.L.F may incur if a legal case is brought about with R.E.L.F with regards to this agreement if the decision results in favor of R.E.L.F.

11. The Licensee is not guaranteed any income, profit or success. The Licensee will make commissions only on products, goods and services personally sold by her/him. The Licensee is free to set her/his own hours and determine her/his own location and methods of selling, within the guidelines of this Contract.

12. In an effort to protect the companies brand, using workbooks, sales or recruiting materials not produced or approved by R.E.L.F or R.E.L.F suppliers is a breach of contract and may result in termination; ending participation and access to any and all R.E.L.F related websites (including portal access).

13. Inaccurate information supplied by the Licensee is grounds for termination of this Contract at the option of R.E.L.F.

14. No regulatory agency ever endorses or approves any Company or compensation plan and R.E.L.F makes no claim to anyone.

15. The Licensee will make no statements, claims, representations or warranties respecting R.E.L.F's products which are not contained in official Company promotional materials produced and distributed by R.E.L.F.

16. The Licensee shall make no false or misleading statements concerning R.E.L.F, affiliates or suppliers.

17. Contract Modifications: This Contract may be modified from time to time to meet legal requirements and changes in economic conditions. R.E.L.F agrees to give thirty (30) days notice of such modification.

18. The Licensee understands R.E.L.F's Policies and Procedures as well as this Contract and will adhere to them. Any violation of this Contract may result in termination of same.

19. In order to protect against unauthorized promises which cannot be fulfilled, R.E.L.F shall have the absolute right, at R.E.L.F's discretion:

(A) to refuse to accept any orders procured through the Licensee and to refuse to produce legal documents described herein; or

(B) to make any allowances or adjustments to orders and accept any returns of any documents submitted. R.E.L.F shall notify the Licensee in writing of such refusals, allowances or adjustments.

20. Restrictions on products: The Licensee shall sell, on behalf of R.E.L.F or when representing himself as a representative of R.E.L.F only those products and/or services as approved by R.E.L.F.

21. Expenses: The Licensee shall be responsible for all expenses incurred by him/her in performance of his/her duties unless otherwise set forth in writing between the parties.

22. Duration of Contract: The Company engages the Licensee, and the Licensee agrees to act as Salesperson for the Company, for a period of one (1) year from the date hereof. Licensee agrees to pay the Licensee renewal fee of (\$495) unless this agreement shall be terminated sooner in the manner hereinafter provided. R.E.L.F reserves the right to change the renewal fee at its sole discretion. In the instance that the renewal fee changes a Licensee will be notified in writing or via email (60) days prior to their anniversary date. R.E.L.F may terminate this Contract for cause upon twenty-four (24) hour written notice to Licensee. For cause shall be defined as the Licensee acting in a manner which may cause damage to the business reputation of R.E.L.F or in a manner which is in violation of local, state or federal laws or regulations, or for violating any provision of this Contract. R.E.L.F reserves the right to non-renew any licensee for any reason it may deem necessary.

23. Trade secrets:

(A) With respect to R.E.L.F's special business techniques, analysis of the market, forms, software programs, workbooks, and all other information regarding Document preparation services, the Licensee acknowledges that all of such information:

(1) belongs to R.E.L.F;

(2) constitutes specialized and highly confidential information and not generally known in the industry; and

(3) Constitutes trade secrets of R.E.L.F. accordingly, the Licensee recognizes and acknowledges that it is essential to R.E.L.F to protect the confidentiality of such trade information.

(B) The Licensee thus agrees to act as a trustee of such information and of any other confidential information s/he acquires in connection with his/her association with R.E.L.F.

(C) During the term hereof, and for twenty-four (24) months thereafter, the Licensee shall not disclose such information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge unless the Licensee is required to disclose it by judicial process.

24. Non-compete Agreement: R.E.L.F has retained the Licensee only for the purposes set forth in this Contract, and his/her relationship to R.E.L.F is that of an independent contractor. During the term hereof, the Licensee shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor which competes with selling the same products R.E.L.F sells during the term of this Contract and for twenty-four (24) months following termination of this Contract. The Licensee shall not so compete either as an employee, agent, independent contractor, owner, or otherwise during the term of this Contract and for twenty-four (24) months following termination of this Contract.

25. Restrictive covenant:

(A)) For a period of twenty-four (24) months after the expiration or termination of this Contract for any reason, whether with or without cause, for a period of time to the length of the Licensee will not, directly or indirectly, contact any then-existing client of R.E.L.F for any purpose of selling like or similar product lines on behalf of himself or any other person, firm, company, or corporation.

(B) The parties acknowledge that they have attempted to limit the Licensee's right to compete only to the extent necessary to protect R.E.L.F from unfair competition.

(C) However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, an arbiter or other trier of fact may modify and enforce the covenant under the circumstances existing at the time.

26. Warranty against prior existing restrictions: The Licensee represents and warrants to R.E.L.F that s/he is not a party to any Contract containing a non-competition clause or other restriction with respect to:

(A) the services which s/he is required to perform hereunder; or

(B) the use or disclosure of any information directly or indirectly relating to R.E.L.F's business, or the services he/she is required to render pursuant hereto.

27. Prohibition against assignment: The Licensee agrees, for himself and on behalf of his successors, heirs, executors, administrators, and any person or persons claiming under him of virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve R.E.L.F of any and all obligations or liability hereunder.

28. Severability: If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

29. Rights upon termination: Upon the expiration of this Contract for any reason, whether with or without cause, the Licensee shall not be entitled to any compensation, commissions or any other remuneration from R.E.L.F whatsoever.

30. Binding-effect: This Contract shall be binding upon, and inure to the benefit of, R.E.L.F and R.E.L.F successor, assigns, heirs, legal representatives, executors, and administrators. R.E.L.F reserves all rights not expressly granted herein.

31. Readings: The headings in this Contract are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

32. Written Notice: For purposes of this Contract, written notice may consist of U.S. mail (return receipt), UPS letter (with tracking number), fax or email (with delivery receipt). The mailing address, and email addresses shown herein shall be used for this purpose.

33. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

34. Licensee agrees that they will be in breach of this contract and subject to immediate termination and legal sanctions if they attempt to type up legal documents for services that are provided by R.E.L.F on their own, or use their own paralegals or any other paralegal or document preparation service.

35. Licensee agrees that only one computer per office may submit documents to the portal. Licensee agrees that they will be in breach of this contract and subject to immediate termination and legal sanctions if they allow more than one computer to access the portal without written consent from R.E.L.F.

36. Licensee agrees that they will be in breach of this contract and subject to immediate termination and legal sanctions if they supply their Licensee number to anyone not authorized in writing by R.E.L.F to use the portal, academy, R.E.L.F University or any other websites owned or operated by R.E.L.F.

37. Licensee agrees that they will be in breach of this contract and subject to immediate termination if they advertise their document preparation services under the category of legal services or lawyers in any form of advertising or marketing.

38. Licensee agrees that they will be in breach of this contract and subject to immediate termination if they do not display a non-attorney disclaimer in their office in clear visibility for all customers to see.

39. Licensee agrees that they will pay the full license fee to R.E.L.F for any unauthorized users who access the portal, the academy or any other websites of R.E.L.F requiring their login credentials, with their username, password or licensee ID. Licensee accepts full liability for the safe keeping of their Licensee ID and login credentials and accepts full responsibility if someone gains access with their credentials.

40. Licensee agrees to allow R.E.L.F to make random office visits and agree to make all financial transactions with regards to R.E.L.F available for at least twelve (12) months of the transaction. Licensee agrees to grant R.E.L.F access to their office to audit files no more than 4 times a year and promises to make office available during business hours (9 am – 5pm) within 24-48 hours of notification from R.E.L.F that they intend to do so.

IN WITNESS WHEREOF, the parties have executed a Contract on the date and year first written below.

Licensee:

Business Name _____

Signature _____ Date _____

Print Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Real Easy Legal Forms, LLC.

_____ Date _____