

# Communication Unites Everyone, Inc.

880 Monon Green Blvd, Suite 104

Carmel, Indiana 46032

855-283-2263

Email: info@cuestreaming.com

## **Independent Sales Agent Agreement**

This Agreement is entered between Communication Unites Everyone, Inc. (hereinafter referred to as 'CUE') with principal offices at 880 Monon Green Blvd, Suite 104, Carmel, Indiana 46032, and the Independent Sales Agent, (hereinafter referred to as 'ISA').

CUE and the ISA having desire to work together in the manner as agreed to herewith, shall be known as 'the Parties' or the 'Parties to the Agreement'. ISA shall also include the ISA's entities, companies, employees, sub-agents, if any, and any entity the ISA owns or controls in whole or in part.

Therefore, for good and valuable consideration the Parties AGREE as follows:

### **Appointment and Compensation**

1. Upon the following terms and conditions, CUE appoints ISA, within the terms of this agreement, to secure new customers for services under the contracts held by CUE with various Providers, Aggregators, Brokers, and/or Resellers. Said customers will be considered customers of CUE.
2. ISA is to 'make sales' and to secure new customers as an independent agency; therefore; ISA shall be responsible for all of its/his/her own expenses. Each ISA will have their own 'unique' website assigned to them by CUE. The unique website is chosen by the ISA on the sign-up page online and it is a first come, first serve basis for your unique ID.

3. CUE will pay a commission to ISA for accepted orders per the commission schedule as noted in Addendum I. Commissions will be paid monthly as long as at least \$24 in sales is accrued. CUE will be under no obligation to pay commissions for months during which service is terminated.
4. If ISA disputes all or any portion of any Commission paid hereunder, ISA shall notify CUE in writing, at the email address provided herein, of such dispute within thirty (30) days of receipt of such commission, whereupon the parties hereto shall enter into good faith negotiations to resolve the dispute. Failure of the ISA to provide such written notice shall be deemed a permanent waiver by the ISA of all claims, complaints and objections related to the commissions paid for the applicable period.
5. ISA certifies that no claims of guaranteed profits, income, compensation, promises or representations of expected earnings that might result from ISA's efforts have been made by CUE beyond, or in addition to the compensation outlined in the Commission Schedule Addendum.

### **Confidentiality**

ISA understands that he/she will come to know of confidential marketing strategies, pricing, structure and other trade secrets and intellectual property. The ISA hereby agrees that the divulging of confidential information shall be significant reason for termination of this agreement. In the event of such a termination, the ISA shall have the right to appeal and an independent arbitrator shall be appointed to resolve any disputes that result in the termination of this agreement.

This confidentiality shall extend to products and services and programs that CUE has or will structure for the benefit of their clients and customers.

Product offerings and programs and/or the terms and conditions of those sales are subject to change. Factors influencing the change of programs and/or terms and conditions include, but are not limited to

changes in the industry, access fees, wholesale cost increases from vendors or other changes made by CUE's vendors to CUE's rates, fees, and/or commissions. Furthermore, if at any time the compensation paid to CUE by our various companies/carriers, then being utilized for services by ISA, is reduced by reason of changes in any applicable tariffs or in a Carrier's/company's policy with respect to CUE, then the commission paid to ISA shall be reduced by the corresponding pro-rata amount.

The ISA agrees to hold in strictest confidence all information which ISA shall acquire from CUE during the term of this agreement including, but not limited to its vendors and/or resellers, price information, commissions, contracts and/or agreements. ISA shall hold confidential information and maintain in strict confidence and prevent disclosure to others. ISA will not disclose, directly or indirectly, confidential information, during the term of this agreement and for a period of two (2) years thereafter, disclose or contract with any provider, in the Streaming of IPTV industry, nor will ISA solicit any customers of CUE for similar services as long as CUE is paying ISA compensation on said customers. ISA agrees that any violation or threatened violation of any provision of this paragraph shall cause immediate and irreparable harm to CUE and in such event an injunction, restraining ISA or its/his/her sub-agents from such violations, may be entered against it in addition to any other relief available to CUE and the ISA my appeal as described above.

#### **Status of Independent Sales Agent (ISA)**

It is agreed and understood that the ISA is an independent contractor and is not an employee, nor legal representative of CUE or any of its vendors or our carriers. All of the expenses and/or indebtedness ISA shall incur are solely the ISA's responsibility. CUE and ISA acknowledge and agree that their relationship arising from this agreement does not constitute a joint venture partnership or any other business arrangement or structure not expressly agreed.

#### **I.S.A. is Also a CUE Customer**

It is agreed that the privilege of being an ISA, requires that the ISA must also be a customer of CUE products and/or services, therefore, Addendum II is attached to, and part of, this agreement.

## **Terms and Termination**

The term of this agreement shall commence upon the approval of this Agreement by CUE and shall be for one (1) year from the date of signature below and shall automatically renew for an additional one (1) year unless canceled in writing within thirty (30) days of said date. Notwithstanding any other provisions hereof, CUE may immediately terminate this agreement, without notice and without the opportunity to cure, and all rights and commissions shall be immediately terminated, upon any of the following:

- A. ISA shall have ceased to do business, been adjudged bankrupt or insolvent, made an assignment for creditors, filed a petition in bankruptcy, or have filed against it an involuntary petition in bankruptcy.
- B. Any breach or violation of this agreement.
- C. ISA making misrepresentations to an actual or prospective customer.
- D. In the event this Agreement is terminated for the above reasons, all rights and commissions shall immediately terminate.

## **Indemnification**

ISA agrees to hold CUE harmless from and against all claims, obligations, liabilities or expenses of any description, including, but not limited to reasonable attorney's fees and costs arising out of ISA's acts or omissions including, but not limited to, misrepresentation of the services or prices of CUE or its vendors.

Neither CUE nor its vendors shall be liable to ISA for damages of any kind, either expressed or implied, direct or indirect, resulting from, but not limited to, any delay, act, error or calamity on the part of the various networks used for services. Nor will CUE be liable to ISA for the failure of any of CUE's vendors or providers to pay CUE for the services CUE and/or its ISA provide. CUE will pay ISA within thirty (30) days of receiving payment from vendor or providers for services. ISA accepts full responsibility, including financial responsibility or any legal ramifications, for any orders ISA submits without the customer's written authorization and consent ('slamming').

## **Taxes**

CUE will not be responsible for payment of any taxes, whether sales, local, state, federal, etc., that may become due as a result of payments made to or commissions paid to ISA by CUE. ISA shall indemnify

and hold CUE harmless for any such taxes, claims or demands for such taxes assessed or made by any taxing authority as a result of such claim. In particular, CUE will not withhold FICA for ISA's payment nor will CUE make any state or federal tax deposits and/or unemployment insurance contributions on behalf of the ISA, nor will CUE obtain Worker's Compensation or Liability Insurance on behalf of the ISA.

### **General Provisions**

- A. The ISA may not assign this Agreement with the express written consent of CUE. It is non-transferrable. Any actions related to the transferring of this Agreement to another person or entity shall result in immediate termination of the Agreement.
- B. This Agreement shall be governed by the laws of the State of Indiana.
- C. Neither party will be liable for failure to perform its obligations thereunder due to causes beyond its control, including acts of God, laws or requirements of any government, national emergencies or labor difficulties.
- D. If any of the provisions of this Agreement are determined to be invalid, the remaining provisions will still be valid. Each party will deem this Agreement effective only upon full execution of this Agreement.
- E. During the term of this Agreement and for two (2) years thereafter, the ISA agrees that it/he/she shall not, without the written consent of CUE, solicit, induce, and attempt to employ or employ any officer, employee, or other independent sales agent of CUE without the written permission of CUE.
- F. As an added benefit to the ISA, CUE is making available a Corporate Sales and Closing Expert. In dealing with large Nonprofits, associations, municipalities, colleges and/or municipal foundations that are of a certain size, i.e. 'large, national or substantial' as defined in Addendum I of this agreement, it is highly recommended that the ISA utilize this unique opportunity. When this hand-off and/or joint sales process occurs, the ISA will receive full commissions as described in paragraph 5, page 2 above. The involvement of the Corporate Closing and Sales Department will significantly increase the potentiality of the large sale being consummated.
- G. In addition to the Sales and Closing Expert being provided by the company, there is special training for ISAs that wish to work in this vertical/market segment. It is highly recommended

that the ISA engages in this training so as to take advantage of the wonderful opportunities in this vertical.

- H. Any and all advertising designed by an ISA must be pre-approved for use by the ISA. An ISA is not authorized to create their own marketing materials or websites without approval of CUE. This includes, but not limited to ads, posters, social marketing materials, verbiage etc. All sales material shall become property of CUE upon approval of use. Any ISA or persons found using unauthorized material will be informed in writing that they shall immediately cease and desist from using said material and if the ISA doesn't comply with the written notification, the ISA may be terminated. Upon termination of this Agreement, ISA shall immediately discontinue the use of any and all logo's, trade names, service marks, trademarks, Proprietary Information, marketing and informational materials provided by CUE and/or Carrier's/company's, including copies thereof.

**ADDENDUM I**  
**The Corporate Sales, Commission and Closing Program**

**Sales Commissions**

Commissions shall be paid in the following manner:

Direct Sale to a Subscriber	\$6.00 per month/per subscriber
Indirect Sale as “Influencer”	\$4.00 per month/per subscriber
Profit Sharing Pool*	\$5.00 per month/ per subscriber

\* The full and complete policies and procedures related to the Profit-Sharing Pool (PSP) is available by request at [info@cuestreaming.com](mailto:info@cuestreaming.com). To qualify for the PSP, you must have 2,000+ subscribers in your group of Direct Sales or first level Indirect Sales by the end of each month.

Addendum I can and may be updated if CUE’s vendors change CUE’s commissions or revenue basis. All commissions are distributed on a monthly basis on the 5<sup>th</sup> of each month for the previous month’s volume. You can see your commissions in your back office that are updated in real time as customers subscribe to your business.

**EXAMPLE:**

David sent his website to Phil and Phil signed up to be a customer, David will receive \$6 per month each month that Phil pays his bill to CUE. David made a Direct Sale to Phil.

David “influenced” the Blood N Fire Ministry (BNF) to sign up as an ISA Fundraising Group. BNF reaches out to its donor group of 15,000 people and 1,000 signed up in the first month. BNF will be compensated through donation \$6,000 for that month. David

will be compensated \$4,000 that month through the efforts of BNF. Neither David OR BNF has qualified for the Profit-Sharing Pool (PSP).

The following month, BNF added an additional 2,800 subscribers for a total of 3,800 subscribers and will be compensated \$22,800 and David will be compensated \$15,200 as the 'Influencer' and assisting BNF to reach their goals. At 3,800 subscribers both BNF and David have ONE seat in the PSP. The PSP would have \$19,000 in it from David and BNF alone. If they were the ONLY 2 people in the PSP, they would split the pool evening for a Bonus of \$9,500.

There is no ceiling to the income you can generate as an ISA.

### **Group Sales & Closing Program**

The Independent Sales Agent, does hereby agree to the terms and conditions of this Addendum. This Addendum is part of the Independent Sales Agreement to which is it is attached.

ISA agrees that any Group having revenue of \$25 Million (twenty-five million USD) and up are to be considered a 'Large Group' and the ISA is to seek the input and guidance of CUE Streaming Sales and Marketing Department to assist in closing of that sale. Also, a Large Group shall include, but not be limited to, any group or Nonprofit organization that has both local locations, as well as a national office, such as The Boys and Girls Club of America, as an example.

The ISA understands that having a person that works exclusively in this area solely will be more effective than an ISA that tries to make 'the sale' without the assistance of the home office expert.

The ISA agrees that they will have training before they call on or work with small colleges, small universities or municipalities of any size.

CUE agrees that the ISA will receive the full and normal commission on sales made through the Sales and Marketing Department and that CUE will not work on the lead or pursue the opportunity without the input, guidance, knowledge, assistance and agreement of the ISA that brought the business to CUE's Sales and Marketing Department.

## **ADDENDUM II**

### **THE INDEPENDENT SALES AGENT AS A COMMUNICATION UNITES EVERYONE, INC. CUSTOMER**

An Independent Sales Agent (ISA) is also to be a Communication Unites Everyone, Inc. Customer. Therefore, as a customer, the following terms and conditions that apply to all customers, also apply to all Independent Sales Agents.

#### **RETURN & REFUND POLICY**

##### **Returns of Hardware Items**

You have 30 calendar days to return an item from the date you received it.

To be eligible for a return, your item must be unused and in the same condition that you received it and your item must be in the original packaging.

Your item needs to have the receipt or proof of purchase.

##### **Refunds of Hardware Items**

Refunds are handled on a case-by-case basis. Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on your card issuer's policies.

##### **Refunds of Service**

Refunds of a prepaid service is not available. You are not on a contract and when you cancel services, your service will stay active until the end of the month of service has passed. All recurring billing will cease on the date of cancellation if there is a 24-hour period before the recurring bill is charged. Any cancellation must be sent via email to [support@cuestreaming.com](mailto:support@cuestreaming.com).

##### **Shipping**

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are nonrefundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

##### **Contact Us**

If you have any questions on how to return your item to us, feel free to contact us at **855-283-2263** or Email: [support@cuestreaming.com](mailto:support@cuestreaming.com)

## **Addendum II, Continued**

### **TERMS & CONDITIONS**

#### **Terms of Service** (“Terms”)

Last updated: February 10, 2023

Please read these Terms of Service (“Terms”, “Terms of Service”) carefully before using the <https://cuestreaming.com> or <http://cuetv.net> websites and internet and/or IPTV service (the “Service”) operated by Communication Unites Everyone, Inc. d/b/a CUE Streaming (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

#### **Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by CUE. CUE has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party web sites or services. You further acknowledge and agree that CUE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

#### **Services**

All Internet and IPTV services are considered ‘best effort’ services and there is no guarantee of uptime. You will be notified of service outages and the Company will make every effort to resolve any outage. Credits may be issued at the Companies discretion, but no services provided are under contract. Both Internet Service and IPTV Services are month to month services and can be cancelled without penalty at any time.

#### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## Contact Us

If you have any questions about these Terms, please contact us. **855-283-2263** or email: [support@cuestreaming.com](mailto:support@cuestreaming.com)

## Addendum II, Continued

### PRIVACY POLICY

#### Privacy Policy

Last updated: February 10, 2022

Communication Unites Everyone, Inc. (d/b/a “CUE Wireless” or CUE Streaming”) (“us”, “we” or “our”) operates <http://www.cuestreaming.com> and <http://www.cuetv.net> (the “Sites”). This page, in this Addendum, informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site(s).

We use your Personal Information only for providing and improving the Site(s). By using the Site(s), you agree to the collection and use of information in accordance with this policy.

#### Information Collection and Use

While using our Site(s), we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include but is not limited to your name (“Personal Information”).

#### Log Data

Like most site operators, we collect information that your browser sends whenever you visit our Site(s) (“Log Data”). This Log Data may include information such as your computer’s Internet Protocol (“IP”) address, browser type, browser version, the pages of our Site(s) that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third party services such as Google Analytics that collect, monitor and analyze our services.

#### Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that we deem necessary to improve our service.

#### Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer’s hard drive. Like many sites, we use ‘cookies’ to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site(s).

#### Security

The security of your Personal Information is important to us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

**Changes To This Privacy Policy**

This Privacy Policy is effective as of 12/26/22 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this

**Addendum II, Continued**

page. We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us or by placing a prominent notice on our website.

**Contact Us**

If you have any questions about this Privacy Policy, please contact us. 855-283-2263 or at [support@cuestreaming.com](mailto:support@cuestreaming.com)