

Rx Express Marketing, Inc.
PO Box 869
Wrightsville Beach, NC 28480
Phone: (910) 256-6960
Fax: (910) 256-6199

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made this ____ day of _____ 20____ between Rx Express Marketing, Inc. ("Rx Express") of Wilmington, NC and _____ ("Contractor"), and will remain in effect until either party provides notice of termination. Rx Express Marketing, Inc. is in the business of advertising sales, and contractor desires to be an independent contractor (not an employee) sales agent for Rx Express.

SERVICES

Contractor agrees to represent Rx Express Marketing in a professional manner at all times, and perform the following services:

1. Prospecting for and selling advertising space to prospective advertising clients via phone, fax, email, or in person.
2. Collecting a correctly executed agreement, payment, and ad copy from the prospective customers, and remitting to Rx Express' home office via acceptable means.

COMPENSATION

1. An "assignment" is a pharmacy bag or wine bag on which the contractor will be selling the advertising referred to in the SERVICES clause. In consideration of the services to be performed, Rx Express agrees to pay contractor a commission in the amount of \$460 upon reaching the required base amount in sales for that assignment, which ranges from \$2,600 to \$2,912 per assignment. All sales on the assignment which exceed the base amount will be paid at a rate of 50% commission. A usual and customary fees deduction of \$35 per assignment will be taken from the commission upon initial generation to help offset office, technology, and support expenses incurred by Rx Express. Additional provisions concerning bonus opportunities and pay frequency are contained in the Rx Express Manual for Success, which contractor will receive upon completion of this agreement.
2. Contractor agrees to replace any advertisement which is deemed unacceptable by Rx Express or its distributors or on any advertisement on which the advertiser defaults on their payment.

ADDITIONAL OBLIGATIONS

1. Contractor agrees to provide any and all tools, electronics, transportation, and instruments required to preform their duties.
2. Should the contractor decide to travel in the course of performing their duties, contractor agrees to provide and maintain liability insurance on their vehicle(s) used at contractor's expense.
3. Contractor shall be solely responsible for filing and estimation of all applicable taxes (Federal, State, and Local) which may result from Contractor's services.
4. Contractor may not assign any of these duties or obligations without written consent from Rx Express.

TRADE SECRETS

Contractor will have access to a vast amount of private data (trade secrets) which is owned solely by Rx Express. This includes but is not limited to customer information, distributor information, trade secrets, payment information provided by customers, policies and procedures, training materials, and any and all other information regarding the operation of Rx Express. Contractor shall not disclose any information obtained either directly or indirectly either during this agreement, or at any later time. Any and all tangible or electronic information obtained by the contractor shall be turned over to Rx Express at the termination of this agreement.

NON-COMPETITION

1. Contractor may seek and hold other employment during the duration of this agreement as long as all other parts of this agreement are upheld, and the other employment does not directly compete with or interfere with the operation of Rx Express.
2. Contractor agrees that they will not, for a period of 2 years, seek employment with, or attempt to organize (or assist in any way with the organization thereof) a business in direct competition with Rx Express in any state in which Rx Express has a vested business interest without written consent from Rx Express.
3. Contractor agrees that they will not recruit or hire any independent contractor which is actively performing services for Rx Express for any role in any state. Contractor also agrees to cease all business related communication with any active contractor performing services for Rx Express upon termination of this agreement.
4. Contractor agrees to terminate all sales related contact with any and all customers of Rx Express for a period of 2 years upon termination of this agreement, except to establish a relationship as a client or customer of said business.
5. Violation of any of the NON-COMPETITION articles shall result in immediate and irreparable injury to Rx Express.
6. Should it become necessary for Rx Express to enforce this contract in a Court of law, contractor agrees to pay all legal expenses (attorneys fees and court costs) for Rx Express in addition to any damages due to Rx Express.
7. If any provisions of the NON-COMPETITION section of this agreement are held to be unreasonable or unenforceable by a Court of competent jurisdiction, those provisions shall be deemed to be automatically amended so as to apply only to the extent that they are reasonable.

MISCELLANEOUS

1. Parties agree that any agreements not in writing in this agreement are unenforceable.
2. Parties agree that jurisdiction and venue for any and all disputes will lie in Wilmington, New Hanover County, North Carolina.

Signed in Wilmington, North Carolina the day and year written above

BY: _____ Norman J. St. Pierre

INDEPENDENT CONTRACTOR

Make My Checks Payable To: _____

Current Address:

Street _____

City _____ *State* _____ *Zip* _____

Phone _____

Personal Email _____

SS# _____ *Driver's License #* _____

Vehicle: Make _____ *Model* _____ *Year* _____

Print Full Legal Name _____

Signature _____ *Date* _____

WITNESS

Signature _____

Print Name _____

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they