

## AFFILIATE AGREEMENT

This Affiliate Agreement (this "Agreement") is made effective as of \_\_\_\_\_/\_\_\_\_\_/2019, by and between EMP Shield, LLC of 2799 Oxen Road, Waverly, Kansas, 66871 and \_\_\_\_\_ (Affiliate), of \_\_\_\_\_.

A. EMP Shield, LLC is engaged in the business of the manufacture of electronics. Affiliate will primarily perform services as the following location: \_\_\_\_\_

B. EMP Shield, LLC desires to have the services of Affiliate.

C. Affiliate is willing to be affiliated with EMP Shield, LLC as an independent contractor.

Therefore, the parties agree as follows:

1. **AFFILIATION.** EMP Shield, LLC shall engage Affiliate as an independent contractor. Affiliate shall provide services to EMP Shield, LLC as directed by EMP Shield, LLC or any subsequent business entity evolving from EMP Shield, LLC.

Affiliate accepts and agrees to such engagement and agrees to be subject to the general supervision, advice and direction of EMP Shield, LLC and EMP Shield, LLC's supervisory personnel.

Affiliate has executed an Independent Contractor Status Agreement attached hereto as *Exhibit A* as a part of this Affiliate Agreement.

2. **BEST EFFORTS OF AFFILIATE.** Affiliate agrees to perform faithfully, industriously, and to the best of Affiliate's ability, experience, and talents, all of the services that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of EMP Shield, LLC. Such services shall be provided at such place(s) as the needs, business or opportunities of EMP Shield, LLC may require from time to time.

3. **COMMISSION PAYMENTS.** EMP Shield, LLC will make commission payments to Affiliate based on fifteen percent (15%) of Sale Price of EMP Shield LLC. This commission will be paid monthly on the tenth (10<sup>th</sup>) day of the month following the month payment for a sale was received.

*Accounting.* EMP Shield, LLC shall maintain records in sufficient detail for purposes of determining the amount of the commission. EMP Shield, LLC shall provide to Affiliate, a written accounting that sets forth the manner in which the commission payments were calculated.

*Right to Inspect.* Affiliate or Affiliate's agent, shall have the right to inspect EMP Shield, LLC's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as EMP Shield, LLC may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by EMP Shield, LLC.

4. **RECOMMENDATIONS FOR IMPROVING OPERATIONS.** Affiliate shall provide EMP Shield, LLC with any information, suggestions and recommendations regarding EMP Shield, LLC's business of which Affiliate has knowledge, that will be of benefit to EMP Shield, LLC.

5. **CONFIDENTIALITY.** Affiliate recognizes that EMP Shield, LLC has and will have proprietary information regarding the following:

- inventions
- product design
- trade secrets
- copyrights
- costs
- discounts
- business affairs
- patents

and other vital information items (collectively, "Information"), which are valuable, special and unique assets of EMP Shield, LLC. Affiliate agrees that Affiliate will not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate any information to any third party without the prior written consent of EMP Shield, LLC. Affiliate will protect the Information and treat it as strictly confidential. A violation by Affiliate of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

6. **CONFIDENTIALITY AFTER TERMINATION OF AFFILIATION.** The confidentiality provisions of this Agreement shall remain in full force and effect for a period of two (2) years after the termination of Affiliate's services pursuant to this Affiliate Agreement.

7. **NON-COMPETE AGREEMENT.** Affiliate recognizes that the various items of Information are special and unique assets of EMP Shield, LLC and need to be protected from improper disclosure. In consideration of the disclosure of Information to Affiliate, Affiliate agrees and covenants that during this engagement and for a period of two (2) years after the termination of engagement for any reason, whether such termination is voluntary or involuntary, Affiliate will not directly or indirectly engage in any business competitive with EMP Shield, LLC.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner or agent, (ii) becoming an employee or affiliate of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of EMP Shield, LLC for the benefit of a third party that is engaged in such business. Affiliate agrees that this non-compete provision will not adversely affect Affiliate's livelihood.

8. **AFFILIATE'S INABILITY TO CONTRACT FOR EMP SHIELD, LLC.** Affiliate shall not have the right to enter into any contracts or commitments for or on behalf of EMP Shield, LLC without first obtaining the express written consent of EMP Shield, LLC.

9. **TERM/TERMINATION.** Affiliate's affiliation under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by EMP Shield, LLC upon thirty (30) days written notice, and by Affiliate upon thirty (30) days written notice. If Affiliate is in violation of this Agreement, EMP Shield, LLC may terminate affiliation without notice and with compensation to Affiliate only to the date of such termination. The compensation paid under this Agreement shall be Affiliate's exclusive remedy.

10. **TERMINATION FOR DISABILITY.** EMP Shield, LLC shall have the option to terminate this Agreement if Affiliate becomes permanently disabled or is no longer able to perform services. EMP Shield, LLC shall exercise this option by giving thirty (30) days written notice to Affiliate.

11. **COMPLIANCE WITH EMP SHIELD, LLC'S RULES.** Affiliate agrees to comply with all of the rules and regulations of EMP Shield, LLC.

12. **RETURN OF PROPERTY.** Upon termination of this Agreement, Affiliate shall promptly deliver to EMP Shield, LLC, all property which is EMP Shield, LLC's property or related to EMP Shield, LLC's business (including but not limited to keys, records, notes, data, memoranda, models, and equipment) that is in Affiliate's possession or under Affiliate's control.

13. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third (3<sup>rd</sup>) day after being deposited in the United States mail, postage prepaid, and addressed as follows:

EMP Shield, LLC  
Stan Deyo, Sales Manager  
241 S. Dos Palos Dr  
Pueblo West, CO 81007

Affiliate's Name, Address and Telephone:

\_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Such addresses may be changed from time to time by either party by providing written notice.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. **SEVERABILITY.** If any provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision(s) shall continue to be valid and enforceable. If a court finds that any provision(s) of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision(s) of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Kansas.

19. **SIGNATORIES.** This Agreement shall be signed by Stan Deyo, Sales Manager, on behalf of EMP Shield, LLC and by Affiliate in an individual capacity. This Agreement is effective as of the date first above written.

EMP Shield, LLC

By: \_\_\_\_\_  
Stan Deyo  
Sales Manager

Date \_\_\_\_\_

**AGREED TO AND ACCEPTED**

By: \_\_\_\_\_  
Affiliate

Date \_\_\_\_\_

My coupon code: \_\_\_\_\_

My federal tax number: \_\_\_\_\_

My email address: \_\_\_\_\_