



INDEPENDENT CONTRACTOR AGREEMENT

This is an Agreement between _____ (hereinafter referred to as “Independent Contractor”) and MONAE CORPORATION, a California based company (hereinafter “MONAE CORPORATION.”) concerning the terms regarding Independent Contractor acting as an independent sales representative for MONAE Corporation.

INDEPENDENT CONTRACTOR RELATIONSHIP

MONAE CORPORATION and Independent Contractor agree that the relationship that the two parties shall have to each other is that of independent contractor and not that of servant, employee, partner or any other type of relationship other than independent contractors. MONAE CORPORATION shall have no responsibility to withhold any deductions normally withheld from employees, including, but not limited to, Social Security, federal withholding, state withholding, state disability, or any other type of withholding. The withholding and payment of such expenses shall be the sole responsibility of Independent Contractor. Independent Contractor shall be solely responsible for paying estimated income and self-employment taxes to all federal, state and local agencies. Independent Contractor shall also be responsible for securing any necessary business licenses necessary to conduct business and shall pay any and all taxes when due.

INSURANCE

At all times, Independent Contractor will maintain at his own expense, such necessary insurance as may be required by law, including worker’s compensation insurance for Independent Contractor and all employees employed by Independent Contractor.

SALES TERRITORY

The non-exclusive sales territory assigned to Independent Contractor shall initially be: To be determined; within this territory, Independent Contractor may sell to any retail store. This territory may be changed or revised at any time by MONAE CORPORATION in its sole discretion. Independent Contractor shall not solicit orders for, nor sell MONAE CORPORATION’S products outside of this sales territory without MONAE CORPORATION prior written consent. To the extent that Independent Contractor does so, Independent Contractor will be doing so as a volunteer and will not be entitled to any commission or compensation of any kind regarding such sales.

INDEPENDENT CONTRACTOR’S OBLIGATION FOR EXPENSES, MATERIAL AND SUPPLIES

Independent Contractor shall be solely responsible for expenses incurred and providing any and all materials and other supplies required by Independent Contractor. MONAE CORPORATION may, from time to time, provide samples, sample bags, and sales literature to Independent Contractor.

TERM AND COMPENSATION

MONAE CORPORATION shall pay Independent Contractor an Earned Commission of 8% percent (see table A) on Commissionable Net Sales. “Commissionable Net Sales” is defined as the total amount of product shipped, less credits issued for returns, exchanges, and discounts, in Independent Contractor’s defined Sales Territory. Independent Contractor’s commission will be paid on or before the 20th day of the following month, however, commissions are subject to reduction if payment has not been made by a customer within 150-days. If this occurs, Independent Contractor agrees that the commission that was paid to Independent Contractor for such sale will be deducted from Independent Contractor’s next commission statement, or if the contract is terminated, then Independent Contractor will immediately remit such amounts to MONAE CORPORATION. Either party may terminate this Agreement for any reason. Upon any termination of this Agreement by either party, for any reason, no final commission shall be due until all samples, sample bags, and other materials supplied by MONAE CORPORATION have been returned by Independent Contractor and after a reconciliation of the amounts due to Independent Contractor has been completed. Once the final reconciliation has been completed, a final commission check for all amounts owed will be paid to the Independent Contractor by the 20th day of the month following termination of this Agreement. Upon termination of this Agreement, Independent Contractor shall not be entitled to any commissions on re-orders, backorders, or unshipped merchandise after the date of termination.

TABLE A

Brand	Comm. %	Comments
MONAE	8%	Sold @ line cost

SAMPLES

MONAE CORPORATION will provide all samples to Independent Contractor. Independent agrees to return samples at end of season or upon request. Independent can buy samples at 5% below wholesale.

EXCLUSIVE REPRESENTATION

Independent Contractor does not intend to sell, and shall not sell, any product that will compete with MONAE CORPORATION in the fashionable Active wear market.

INDEMNITY

Without limiting any of the warranties, representations or agreements contained herein, or rights to remedy available to either party for the breach thereof, Independent Contractor agrees to hold MONAE CORPORATION harmless for any and all loss, liability, damage or expense arising out of any demands, penalties, fines, taxes or other loss resulting directly or indirectly from the services rendered by Independent Contractor. As further consideration for MONAE CORPORATION if any dispute should arise involving Independent Contractor, MONAE CORPORATION shall have the right to withhold any commission due and owing to Independent Contractor, until such time as the dispute is resolved, and set-off any amounts due to MONAE CORPORATION from Independent Contractor.

ATTORNEY'S FEES

If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which he or she may be entitled.

SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

AMENDMENT OF AGREEMENT

The parties hereto agree that this Agreement shall only be modified or amended by a writing signed by all parties to this Agreement. No other modifications or amendments of this Agreement, whether oral or otherwise, shall be of any force or effect.

APPLICABLE LAW AND SEVERABILITY

California Law shall govern this Agreement and venue for any dispute shall be in Connecticut. The provisions of this Agreement are severable; and if a provision is held invalid or unenforceable by a court of competent jurisdiction, such invalidation or unenforceability shall not affect or impair any of the remaining provisions.

ARBITRATION

If a dispute arises concerning this Agreement, the parties agree to submit this matter to binding arbitration, upon the written direction of either party. The arbitration shall be conducted under the rules

provided by the American Arbitration Association. This arbitration shall be binding and the decision of the arbitrator shall be final and binding on all parties. The venue for arbitration shall be California. Both parties shall bear their own cost of arbitration. The parties may engage in discovery as permitted under the rules of the AMERICAN ARBITRATION ASSOCIATION, J.A.M.S., or PRIVATE ARBITRATION SERVICE.

IN WITNESS WHEREOF, this Agreement is executed on the date first herein above written.

MONAE CORPORATON
A CALIFORNIA COMANY

INDEPENDENT
CONTRACTOR

By: Daron Nunn CEO

Name:
Address:
