

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement"), is made as of the ____ day of _____(month) _____(year), by and between Lighthouse Catholic Media NFP, an Illinois Not-For-Profit Corporation (the "Company"), and _____ ("Contractor").

The Company and Contractor agree as follows:

Appointment. Contractor is appointed as a sales representative of the Company and will solicit orders from time to time for the Company's products through various marketing methods to be determined by Contractor. Contractor will have no geographic restrictions on Contractor's sales activities and will have no exclusive territory. Contractor will be unrestricted in engaging in activities outside of this Agreement. Contractor may solicit orders for all the Company's sales programs. Currently, the first sales program is the sale of kiosks, compact discs and brochures directly to Catholic parishes (the "Parish Program"). The second sales program is the sale of the Company's "CD of the Month Club" directly to parishioners (the "CD Club Program"). Contractor will forward each order, along with the prospective customer's payment for the same, to the Company for acceptance or rejection by the Company. The Company will have no liability to Contractor with respect to any rejected order. Each accepted order will be shipped directly to the customer.

Sales Commissions-Parish Program. With respect to sales of product under the Parish Program, the Company will pay Contractor a sales commission on each accepted order retained by the customer. The commission rate will be Fifteen Percent (15%) of the net sales amount (excluding taxes, shipping and handling and other separately stated charges other than for the sale of product). The Company may charge back against commissions due (whether due under the Parish Program or the CD Club Program) to recoup commissions previously paid on product which is returned to the Company under the Parish Program in accordance with the Company's ninety-day "money back" guarantee.

Sales Commissions-CD Club Program. With respect to sales of product under the CD Club Program, the Company will pay Contractor a sales commission on each accepted order. The commission rate will be One Dollar (\$1) per month for each subscriber procured by Contractor for Level I of the CD Club Program (one compact disc per month); One Dollar and Fifty Cents (\$1.50) per month for each subscriber procured by Contractor for Level II of the CD Club Program (five compact discs per month); and Two Dollars (\$2) per month for each subscriber procured by Contractor for Level III of the Program (ten compact discs per month). Commissions will be paid not only for the initial month but for each succeeding month that the subscriber continues in the CD Club Program; however, if this Agreement is terminated either by the Company or Contractor for any reason, then the Company will have no further obligation to pay Contractor commissions for succeeding months of the CD Club Program following the effective date of termination. Furthermore, commissions under the CD Club Program shall terminate if at any time the Company determines in its sole discretion to discontinue or to terminate the CD Club Program. Note that the Parish CD Club Program commissions differ slightly from individual subscription commissions:

Commission on Personal Subscriptions:	Level I - \$1.00	Level II - \$1.50	Level III - \$2.00
Commission on Parish Program Subscriptions:	Level I - \$0.75	Level II - \$1.25	Level III - \$2.00
Parish Program Donation Sent to Parish:	Level I - \$0.75	Level II - \$1.00	Level III - \$1.10

Payment Date For Commissions. All commissions will be earned in the month of shipment by the Company. All commissions will be accumulated from month to month until the cumulative total reaches Fifty Dollars (\$50) or

more. Once the cumulative total is reached, a commission check will be issued and subsequent commissions will begin accumulating anew. After the cumulative total reaches Fifty Dollars (\$50) or more, a commission will be paid at the end of the month. Checks are direct deposited for U.S residents only. Checks will be sent by mail if Contractor does not supply valid bank routing directions.

If Contractor would prefer not to wait until the cumulative total reaches Fifty Dollars (\$50), then check this box . This option will set up the commissions to be paid on a monthly basis, only if the aggregate unpaid commission amount exceeds a Three Dollars and Fifty Cents (\$3.50) check processing fee. If the aggregate unpaid commission amount exceeds Three Dollars and Fifty Cents (\$3.50) but is less than Fifty Dollars (\$50), a commission check will be issued for the commission total less Three Dollars and Fifty Cents (\$3.50). If the aggregate unpaid commission amount is Three Dollars and Fifty Cents (\$3.50) or less, no commission will be payable, and the amount of commissions payable will carry over to the next month.

Sales Training. In order to act as an authorized sales representative, Contractor must attend one of the Company's sales training presentations. However, such sales presentation and other training, instructional materials and sessions which may be made available from time to time by the Company to Contractor are for informational purposes only. Contractor reserves the right to market Contractor's business in any way that Contractor sees fit (including hours worked and when such services are performed) except as expressly precluded herein.

Contractor Representations. If Contractor is an individual, Contractor represents to the Company that Contractor is eighteen (18) years of age or older.

Status as Independent Contractor. Contractor is an independent contractor to the Company. Contractor does not have any authority and will not bind the Company in any way or incur any obligation on behalf of the Company. All expenses incurred by Contractor in connection with Contractor's activities under this Agreement will be borne solely by Contractor, and Contractor will not incur any such expenses for the account of the Company. The Company will have no right and no responsibility to manage or supervise Contractor in connection with Contractor's duties hereunder. Contractor will not be treated as an employee for federal, state or local tax purposes including but not limited to unemployment compensation or worker's compensation taxes, or for any other purpose. Contractor will be responsible for any and all federal, state and local taxes which may be applicable to Contractor's business. Contractor agrees to furnish the Company with a copy of Contractor's business license (if required by local municipality or other applicable law) upon the signing of this Agreement, and Contractor agrees to furnish copies of renewal licenses from time to time as requested by the Company.

Contractor Obligations. Contractor agrees to conduct Contractor's business in an ethical, honest and forthright way. Contractor agrees not to misrepresent product qualifications, materials or guarantees. Contractor will comply in all material respects with all applicable laws.

Intellectual Property. The trade names, trademarks, service names and service marks "Lighthouse Catholic Media" and "CD of the Month Club" are owned by the Company. The copyrighted materials sold by the Company are marketed and sold under license. The use of any of the foregoing will be limited to activities under this Agreement and will not be used by Contractor for any other purpose, whether during or after the termination of this Agreement.

Indemnity. Contractor will indemnify the Company against all liability caused by reason of any (a) breach by Contractor of Contractor's obligations under this Agreement, (b) negligent act or omission of Contractor in connection with Contractor's activities under this Agreement and/or (c) misrepresentation by Contractor in connection with

Contractor's activities under this Agreement. The provisions of this paragraph will survive the termination of this Agreement. The Company may set off against commissions due Contractor amounts due to the Company from Contractor hereunder.

Termination. This Agreement will continue in force until such time as it will be terminated on not less than thirty days' notice in writing by either of the parties hereto, either with or without cause. However, upon a material breach of this Agreement by Contractor, or upon Contractor's commission of an act of fraud on the Company or any customer of the Company, the Company may terminate this Agreement immediately for cause upon notice to Contractor. If Contractor is an individual, this Agreement will terminate immediately upon the death or disability of Contractor. Upon termination of this Agreement for any reason, the Company's sole liability to Contractor will be to pay commissions as expressly provided herein.

Non-Assignment. This Agreement is not assignable by Contractor.

Notices. All notices hereunder will be in writing and will be sent by United States Mail or overnight delivery service, and such notices will be effective upon receipt. Notices to the Company will be addressed to the Company at 303 E. State Street, Sycamore, IL 60178, and notices to Contractor will be addressed to Contractor at Contractor's address set forth below.

Entire Agreement; Amendment. This Agreement contains the full and complete understanding of the Company and Contractor concerning the subject matter hereof, superseding all prior and contemporaneous oral agreements and all prior written agreements. The Company reserves the right to amend or revise the terms of this agreement upon thirty (30) days written notice to Contractor.

Governing Law; Venue. This Agreement will be governed by Illinois law without giving effect to conflict of laws principles. Any dispute between the Company and Contractor which cannot be resolved by the parties will be resolved by resort to the federal or state courts sitting in Chicago, Illinois, the Company and Contractor each consenting to the jurisdiction of said courts. The provisions of this paragraph will survive the termination of this Agreement.

Tax Certification. Under penalties of perjury, Contractor certifies (a) that the number shown on this form is Contractor's correct taxpayer identification number, and (b) that Contractor is not subject to backup withholding because (1) Contractor has not been notified that Contractor is subject to withholding or (2) the Internal Revenue Service has notified Contractor that Contractor is no longer subject to backup withholding.

IN WITNESS WHEREOF, this Sales Representative/Independent Contractor Agreement is executed as of the date first set forth above.

Printed Name: _____

Signature: _____

	Last	First	Initial
Name			
Address			
City		State	Zip
	(Area Code)		
Phone #		Soc Sec #	Date of Birth
Preferred 1st Name		Country	
E-mail			
DVM Name			
Regional Manager			
Diocese			
Bank Info.	Direct Deposit Bank Routing Number	Type of Account (please check appropriate box)	CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/>
		Account #	

NAME OF BANK: _____
 At this time Direct Deposit is available for US bank accounts only.

To verify the bank information we must have a voided check (not a deposit slip). The first number on your check is a 9 digit Routing Number and the 2nd set of numbers is your account number. You **can not use the numbers from your deposit slips**. Some banks add numbers to the deposit slips that are specific to their purposes but have nothing to do with direct deposit.

Please write VOID on a blank check and staple to this form in the space provided