

Master Agent Agreement

Effective 9/08/22

Terms, Conditions, and Policies

- Each person will be chosen, interviewed, and passed to become a Master Agent to market for Gillis Performance and Consulting (GPAC). Master Agent will have their own company and remain an independent of GPAC. Master Agent will not be an employee of GPAC. GPAC will perform a background check.

Master Agent Requirements

- Master Agent will pay for all of their own company expenses; furnish a vehicle, testing equipment, and tools. Market territory will be assigned to the Master Agent.
- Master Agent will make their own sales and travel. Sales would be GPAC products only or any product approved by GPAC. Master Agent will write invoices of charge amounts, collect money, mail payments to a given address of GPAC, and keep a record of their own set of invoices.
- Master Agent will need to mail a copy of each invoice along with payment to GPAC each day received or at least two times a week.
- Each Master Agent will receive commission of 20% on each paid invoice that you arrange for GPAC. Tune-ups performed will be 50% of GPAC's printed prices not to include parts and materials.
- Payments from GPAC to Master Agent for commission is paid on the 15th of each month following payment on invoices for the previous month.
- Master Agent will be a fulltime working agreement. Master Agent will be required to perform sales each week, maintain a good customer relationship, and make every effort in all honesty to fix or repair the units. Master Agent will warranty all of their own projects in regards to what Master Agent repair on services. Failure to warranty Master Agent's work will result in chargebacks against their account.
- Master Agent will need to follow all guidelines, terms, and policies of GPAC.
- Master Agent cannot use any products which violate EPA laws. Master Agent cannot remove any items from the vehicle which violate EPA laws or the Federal Clean Air Act. Master Agent is legally and financially responsible for all violations.

- A training program will be provided to the Master Agent. During the program, no commission will be paid. The Master Agent will pay for all travel expenses to and from the training location. GPAC will pay for all expenses onsite during the training program.

Co-Agents

- Master Agent may have Co-Agents. The Master Agent would recruit the person(s), train and supervise them, market with them, and keep a copy of their sale/tune-up records. The Master Agent will receive 5% commission on the Co-Agents paid invoice. Approval of that Co-Agent will need to be approved by GPAC, Co-Agents will need to follow all guidelines, terms, and policies of GPAC.

Termination of Agreement

- Master Agent that wants to terminate the agreement with GPAC will need to mail a written letter through the Certified USPS mail, allowing GPAC 30 days' notice.
- GPAC wanting to terminate the agreement with the Master Agent will mail a written letter through Certified USPS mail, allowing the Master Agent 30 days' notice.
- Master Agent will need to return all of GPAC inventory; parts, records, sales materials, customer business cards, and Tuning Instructions, along with customer's checks and cash during the 30 day notice. Any missing parts will need to be paid for by the Master Agent during that time.
- Master Agent and Co-Agents upon ending their contract that do not return the items listed in the previous bullet will pay all collection costs, fees, court costs, shipping fees, and all other legal costs that GPAC incurs. \$500 of the agent's commission will be held for one year to cover warranty work. A 10% simple interest will be paid on the balance at the end of one year.
- Master Agent cannot go into business against GPAC for the next 2 years. This will include all of the USA and other territories.
- The Master Agent's final payment will be held until all conditions in this agreement are complied with.

Inventory Furnish by GPAC to Master Agents

1. Printed Sales Fliers, Sales Invoices, Tune-up Instructions, Any National Advertising, Race Cars if used, and other approved items by GPAC including Parts, Catalogs, and Price Sheets.
2. Automotive parts used in each Tune-up or Tune-up kit sales must be approved by GPAC including Brand and type.
3. GPAC special modified spark plugs will be furnished by GPAC or a special trained

person approved by GPAC only.

4. All Automotive Tune-up parts are owned by GPAC. A starting inventory of parts will be assigned to the Master Agent with GPAC's approval. Records will need to be kept by the Master Agent and GPAC on what is in stock along with what will be used and sold. Extra parts needed for the Master Agent will be shipped as needed.

Charge Accounts

- Customer Charge accounts will need to be approved by GPAC. They will need to be approved or denied before work is performed.
- GPAC will furnish a Customer Charge account application along with a guarantee of payment signed by the owner or manager liable for paying that account.
- For non-charge accounts, payments are due when the tune-ups are complete. Approved checks or Cash are acceptable.

Owners of GPAC

Master Agent

Kenneth Gillis _____ Date _____

Agents Company Name _____

Jeremiah Gillis _____ Date _____

Address – Line 1 _____

Only one signature needed for approval

Address – Line 2 _____

Agents Phone Number _____

Agents Social Security Number _____

Agents Name _____

Agents Signature _____ Date _____