Simple Truth Foundation’s, Inc. Code of Honor

Our Representatives pride themselves on their high standards of honor. They set for integrity in the newspaper industry. If you are contracted out as a 1099 independent contractor with the company, you’ll want to join their commitment to “Do what’s Right.” Your acknowledgment on the signature page certifies that you have read and agree to comply with this Code of Honor. Subscribe to these important principles and make them second nature in your Simple Truth Foundation business.

* I will always be honest in my Simple Truth Foundation business dealings. I understand that no one can authorize or require me to make a dishonest statement.
* I will always be professional and respectful in my Simple Truth Foundation dealings. I will not engage in prohibited discrimination, including sexual harassment.
* I will solicit and sell only products and services associated with the Simple Truth Foundation.
* I will not falsely mislead a customer concerning a product or who I work for.
* I will always handle customer funds properly. I will not charge a client more or less for an order than what is stated on the order form and always give them the premium that is due them.
* I understand the importance of protecting the privacy of customer’s information and will comply with the “privacy notice included with this application.
* I will dress and conduct myself professionally when transacting business in public locations since I am a marketer of a local newspaper product.

APPLICANT’S ACKNOWLEDGEMENTS

My signature below serves as my agreement to be bound by (i) the “Basic Agreement”, (ii) “Simple Truth Foundation Commission Agreement” for the appropriate market, (iii) “Simple Truth Foundation’s Operating Guidelines”, (iv) Simple Truth Foundation’s Code of Honor” and the following Applicant’s Acknowledgements:

AS a representative of the Simple Truth Foundation, Inc. sale force, I am an independent contractor, and not an employee of the Simple Truth Foundation, Inc. or any newspaper, store, team leader or representative that affiliates with them.

Only team leaders may recruit new representatives into the STF sales force, but they will not be paid for recruiting. I understand that I am not required to purchase any products or services to be a member of the Simple Truth Foundation, Inc. sales force.

Due to the proprietary information that I learn and use in conducting business with Simple Truth Foundation, Inc. I certify and promise that I will not reveal the Newspaper 101 or 201 training manuals, offer sheets, training materials, practices or trade secrets or documents, paper or electronic, to any other company or individual not being hired by the Simple Truth Foundation, Inc., at any time during or after my relationship with STF, Inc. I also agree and certify I will not start a business or company to compete with STF, Inc. or work selling orders managing any markets for any newspaper related business, newspaper or newspaper promotion company other than STF, Inc. for a period of two years, or the maximum allowed by the laws of the state I market in, after my leaving the relationship with STF, Inc. I will not work for any competing newspaper in any market where STF, Inc. has a contract with any newspaper there, or manage or work selling orders for any competing company doing coupon promotions in any market where STF Inc. has a contract for the 2 year period or the maximum time allowed by the laws of the state I market in, after leaving STF, Inc.

Any dispute with Simple Truth Foundation, Inc. will be settled through Good Faith Negotiation, Mediation or (if necessary) Binding arbitration according to the provisions (and subject to the exceptions) in the Basic Agreement and other agreements with STF, Inc. company.

I will not induce other representatives to leave the STF sales force in any manner prohibited in the Basic Agreement.

I will not induce current newspaper subscribers in the markets I am under to reduce or terminate their subscription service.

I have read and agree to comply with the principles set forth in the STF Code of Honor.

I understand that current “STF Operating Guidelines’ for each market are available to me upon request from STF.

These acknowledgments are in summary form. Additional details and other relevant terms are contained in the actual agreements with the Simple Truth Foundation, Inc. and the terms of those agreements will control.

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Applicant Signature Date Signed Printed Name of Applicant

Basic Agreement

THIS IS A BINDING CONTRACT

READ IT CAREFULLY

This Agreement is made between the Simple Truth Foundation, Inc. (hereby referred to as (“STF”), with a principal place of business at P.O. Box 618343, Orlando, FL 32861 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereafter referred to as “Independent Contractor” or IC).

1. The Parties: This agreement is made between the Simple Truth Foundation, Inc. (hereby referred to as (“STF”), with a principal place of business address at P. O. Box 618343, Orlando, Fl, 32861

**AND**

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with a principal place of business or residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “Independent Contractor” or IC)

1. Services to be performed:

IC agrees to perform the following: Fundraising and “Seeds for Support” Program consulting. Helping bring donations to the Simple Truth Foundation through the “Seeds for Support Program” While educating donors to the benefits of partnering with STF through the Seeds program.

IC will: comply with applicable laws, regulations, and business licensing requirements in IC’s state; comply with IC’s agreements with STF; conduct IC’s business in and honest, ethical manner, honestly and fairly describe to programs and services of STF. Act in a manner that will protect and promote the goodwill and reputation of STF; cooperate with STF and any company that affiliates with them in the conduct of IC’s business. IC agrees top know, comply with, and be bound by the “STF operating Guidelines” concerning the fundraising and marketing. The current STF Operating Guidelines” are included in this packet as Addendum B

IC agree that IC will not at any time directly induce and STF representative to violate any of his or her agreements with STF or companies that affiliate with them.

1. Payment

In consideration for the services to be performed by the IC, STF agrees to pay the following: Commissions in the amount of:

Direct Donations though “Seeds of Support” fundraising program: 35% commission

Harvesting Bonus of 10% for each donation received through sponsored participants through 5 additional generations of activity or 1 year from enrollment date.

Contractor agrees to be paid: ( check one) \_ monthly, \_\_ quarterly\_\_ semi-annual\_\_annual

D. Expenses

IC shall be responsible for all expenses incurred while performing services under this agreement. This includes any extra gifts or giveaways the IC wishes to give away at events.

E. Independent Contractor Status

It is agreed and understood that IC is an independent contractor and not an employee of STF, local STF designee, fundraising whom IC markets, stores IC might work in or other IC’s. Neither IC nor IC’s employees or contract personnel are, or shall be deemed, STF’s employees. In its capacity as an Independent Contractor, IC agrees and represents and STF agrees, as follows: 1) IC has the right to perform services for others during the term of this Agreement, however, they may not directly compete with STF for a period of two years following the termination of this agreement. 2) IC has the sole right to control and direct the means, manner and method by which the services required by this agreement will be performed within “STF Operating Guidelines” for the market, any regulatory guidelines by the Auditors Bureau of Circulations (a.k.a. ABC Board), and laws that govern the city, state, and country where IC conducts its business. 3) IC has the right to perform the services required by this Agreement at such times IC may determine. 4) The services required by this agreement shall be performed by IC or IC’s employees or contract personnel, and STF shall not hire, supervise, or pay any assistants to help IC. 5) Neither IC nor IC’s employees or contract personnel shall receive any training from STF as a “directive” telling IC how IC must build and operate IC’s business, but STF may offer some advisory training materials to help IC avoid some common pitfalls in the business. Advisory training given to IC may be received at IC’s discretion. IC understands and agrees that IC will receive a 1099 tax form at the end of the year for IC’s total commission earned..

F. Business Permits, Certificates, and Licenses

IC has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this agreement.

G. State and Federal Taxes

STF will not (1) withhold FICA (Social Security and Medicare taxes) from IC’s payments or make FICA payments on IC’s behalf. (2) Pay state or federal unemployment compensation on IC’s behalf, or (3) withhold state or federal income tax from IC’s payments.

IC shall pay all taxes incurred while performing services under this Agreement – including all applicable income taxes and, if IC is not a corporation, self-employment (Social Security) taxes. Upon demand, IC shall provide STF with proof that such payments have been made.

H. Fringe Benefits

IC understands that neither IC nor IC’s employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of STF

I. Worker’s Compensation

STF shall not obtain workers’ compensation insurance on behalf of IC or IC’s employees. If IC hires employees to perform any work under this agreement, IC will cover those employees with worker’s compensation insurance to the extent required by law and provide STF with a certificate of worker’s compensation insurance before employees begin the work. If the policy is canceled for any reason it is canceled for any reason it is required that STF be notified immediately.

J. Unemployment Compensation

STF shall make no state or federal unemployment compensation payments on behalf of IC or ICs employees or contract personnel. IC will not be entitled to these benefits in connection with work performed under this agreement.

K. Insurance

STF shall not provide any insurance coverage of any kind for IC or IC’s employees or contract personnel. It is strongly recommended that IC maintain a commercial liability insurance policy providing a minimum coverage amount. IC shall indemnify and hold STF harmless from any loss or liability arising from IC and IC’s representatives performing services under this agreement.

L. Term of Agreement

This agreement will become effective when signed by both parties and will automatically terminate ten (10) days after last received invoice , a date a party terminates the agreement as provided below, or at the end of each calendar year ( December 31st of the year signed) unless the signed date of this agreement is December 1 of that year or later.

M. Terminating the Agreement

IC may terminate this Agreement at any time by giving a three (3) day written notice to STF of the intent to terminate. STF may terminate this agreement immediately by giving written notice to IC of the intent to terminate.

Upon termination of this Agreement, IC must immediately stop using and return to STF all trademarks of STF and affiliated companies advisory training materials, order forms, drawing slips, completed entries, completed orders, and any money due STF or any other company affiliates with them. IC must also surrender any STF information on computer disks that contain training info, customer or agent information, other confidential information and all completed drawing slips and order forms and remaining blank order forms and drawing slips. IC should remember that some of the provisions of the agreements IC enters into STF continue to apply after termination (e.g. escrow).

N. Notices

All notices and other communications in connection with this agreement shall be in writing and shall be considered given as follows: (1) when delivered personally to the recipients address as stated on this agreement or address of IC as given on most recent invoice (2) three days after being deposited in the United States Mail, with postage prepaid to the recipient’s address as stated on the agreement or invoice or (3) when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

IC’s “principal address” is IC’s home address as set forth on the first page of this document; IC will inform STF in writing of any changes in this address. A written amendment in the form of an agreement or acknowledgement signed by IC is required for any change of IC’s principal address.

To be effective, any notice that IC gives to a STF company needs to be sent to Perry McCartney, President of Simple Truth Foundation, Inc. at P.O. Box 618343, Orlando, Florida, 32861.

O. No Partnership

This agreement does not create a partnership relationship. IC does not have authority to enter into contracts on STF’s behalf. IC may not, in the name, Simple Truth Foundation, enter any contract or lease, incur any liability or obligation, maintain any bank account or secure credit. IC may not print business cards with the name Simple Truth Foundation, Inc. unless an amendment is signed giving approval for such. Any business card must state on the front that “Individual representative Acts as an Independent Contractor”.

P. Assignment and Delegation

IC may not assign its duties under this agreement without STF’s prior written approval.

Q. Indemnification

While IC is a STF representative, IC may not engage in any activity that interferes with the business of STF. The indemnification provision under this agreement includes any harm resulting from IC’s failure to comply with this section.

IC will indemnify STF, its affiliates, officers, and employees and any team leader against any harm IC causes them at any time, and against any claim by a third party because of harm IC caused to the third party at any time. The indemnified party may assert its rights to indemnification outside of arbitration if made a party to a proceeding by a third part asserting a claim against the indemnified party.

R. Disclaimer

As an Independent Contractor for STF, IC can earn a profit or suffer a loss as a result of the services IC provides. IC’s is an entrepreneur. IC makes money if IC’s business succeeds but risks going broke if IC fails. Whether IC’s business makes money depends on how well IC uses its ingenuity, initiative, and judgment in conducting IC’s business.

Any training materials provided by STF are advisory information only. The material and information contained in various verbal or written training programs have been formulated using the knowledge and experience of some of the most successful leadings of the STF sales force. The result is material that STF hopes will be helpful to IC. No training material is a “directive” telling IC how IC “must” build IC’s STF business. The only requirement STF makes is that IC operate IC’s business within legal and contractual limits. As an Independent Contractor, this is IC’s business and IC decides how IC will build IC’s business within legal and regulatory requirements. However, keep in mind that the advisory training materials may help IC avoid common pitfalls of conducting a STF business, and enable IC to achieve success sooner. Also, this material is not intended to be an all-inclusive guide; other materials produced by STF will add to IC’s knowledge.

S. All expenses incurred by IC in performing its duties under this agreement shall be the sole responsibility of IC.

T. Signatures

Due to the proprietary information that I learn and use in conducting business with STF, Inc. I certify and promise that I will not reveal, offer sheets, training materials, practices or trade secrets or documents, paper or electronic, to any other company or individual not being hired by STF, Inc. at any time during or after my relationship with STF Inc. I also agree and certify I will not start a business or company to compete with STF, Inc. Or work in a fundraising capacity for any other company for a period of 2 years, or the maximum allowed by the laws of the

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 Printed Name of Independent Contractor

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature of Independent Contractor

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_