

OnMed Solicitation Agreement

This Agreement made this _____ day of _____, 2020 by and between _____, hereinafter "Agent", and CWM, hereinafter "Company", for the purpose of establishing a relationship for the sales and marketing of OnMed products and services agree as follows.

WHEREAS Company has entered into an agreement with OnMed to market and to place OnMed Stations.

WHEREAS Agent is desirous of participating in the arrangement with OnMed to market their products and services.

Now for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

To prevent disparaging the OnMed professional image, agent agrees to follow the sales process established by CWM before agent can market OnMed products and services.

- Agent will attend an OnMed training session conducted by CWM
- Before contacting any client about the OnMed Station I will email CWM with the prospective company name, contact's name, and contact's title.
- CWM will verify that OnMed does not have a current negotiation pending with your prospect
- If OnMed does not currently have and/or is not in the process of establishing a business relationship with prospect the prospect will be registered as a CWM contact and you will be able to solicit prospect.
- Peak prospects interest with CWM approved marketing material
- Follow up with client to gauge interest
- Schedule a Zoom to introduce OnMed personnel to prospect
- Turn client over to OnMed to start contract negotiations

Each client is unique and there is no standard fee agreement. Each of these contracts will be negotiated by OnMed and documented in a separate fully executed written agreement between CWM and the CWM representative. Company will pay agent.

NON-DISPARAGEMENT; PUBLIC STATEMENTS.

(a) Agent shall not at any time make, publish, or communicate to any person or entity, any media, or in any public forum any defamatory, disparaging, or maliciously false remark, comment, or statement concerning OnMed and CWM and any owners, directors, officers, employees, businesses, products, services, contractors, licensees, sponsors, partners, or suppliers (in each case whether current or prospective). This Section shall not, in any way, restrict or impede either Party from complying with any applicable Law, provided that such compliance does not exceed the minimum required by such Law.

(b) Agent agrees that during the Term and for twelve (12) months after the termination of expiration of this Agreement, agent shall not make any public statement concerning the OnMed, CWM, its affiliates, subsidiaries, and their respective employees, officers, and directors.

I understand I will not be eligible to participate in the OnMed program if I do not agree to these terms and that I will be responsible monetarily for any financial damages caused to OnMed and CWM if I violate this agreement.

This agreement shall be for 12 months from the date hereof, subject to the continuing relationship between Company and OnMed, and can be terminated by either party upon 30 days written notice.

Should Company terminate agent without cause or if the Agreement naturally expires, any and all commissions generated and received by the Company after such termination without cause or expiration of the Agreement for the remainder, if any, of the original term of the applicable Company and agent agreement (not including any extensions of term) will be paid by the Company to the agent. No commissions will be paid to agent should agent be terminated for cause or if agent voluntarily resigns.

In witness whereof, the parties hereto execute this Agreement, the year and date first above written.

Connecting World Merchandise, LLC

Signature:

Print: Russell Wolf

Date:

Agent

Signature:

Print:

Date: