

INDEPENDENT SALES CONSULTANT AGREEMENT

Agreement between VISION MEDIA, INC. dba MORGAN BROOKE and

(Independent Sales Consultant printed name)

The Independent Sales Consultant agrees to:

1. Be at least 18 years of age.
2. Be a citizen of the United States of America, and/or have legal certification to work in the United States.
3. Have a valid Social Security card.
4. Purchase an Independent Consultant Sales and Marketing Kit and represent and sell the Company's MORGAN BROOKE and related products through the Party Plan system of Home Shows, and Direct Sales.
5. Hold a minimum of six Home Shows for MORGAN BROOKE per calendar year.
6. Accurately and honestly represent and state Company policies to all potential and present customers.
7. Promptly submit all money and orders to the Company within five business days after a show date, in the proper format.
8. Keep track and accurately record all Party Host Exclusive Benefits and Booking Orders, Host Dollars, and Free Giveaways. No commission will be paid on Party Host Benefits, Booking Benefits Orders, Host Dollars, and Free Giveaways.
9. Inform the sales manager of all problems concerning Company customers within your immediate sales group.
10. Inform the sales manager if the Independent Sales Consultant is representing, or plans to represent any other business firm. In no event shall an Independent Sales Consultant represent

a competitive company or product line.

11. Be in contact with the Company with reasonable frequency to discuss sales activity.
12. Provide company with a 30-day notice should the Independent Sales Consultant intend to terminate this agreement.
13. Return promptly all materials and samples provided by the Company to the Independent Sales Consultant if either party terminates this agreement.

VISION MEDIA, INC. dba MORGAN BROOKE Agrees to:

1. Pay the following commissions to the Independent Sales Consultant:
 - (a) 25 percent of all prepaid sales, and use the assigned Independent Sales Consultant number code on all communications and sales through this venue, except as outlined in item four (4).
 - (b) 25 percent of all credit card sales, and use the assigned Independent Sales Consultant number code on all communications and sales through this venue, except as outlined in item four (4).
 - (c) 25 percent of all internet sales made directly by the Independent Sales Consultant through the designated sales site location assigned by the Company, and use the assigned Sales Consultant code number on all communications and sales through this venue, except as outlined in item four (4).
 - (d) 3 percent commission on recruitment of new Independent Sales Consultants and their guest sales sponsored by the below signed Independent Sales Consultant.
 - (e) An additional 3 percent commission on monthly sales of \$24,000.00 .
 - (f) 15 percent commission on fundraisers to the Charitable Organization, and 15 percent to the sponsoring Independent Sales Consultant. No Party Host, Booking Benefits, and Free Giveaways will be offered for Fundraiser Sales.
2. To negotiate in advance of the sale the commission percentage to be paid on all orders that

the company allows a volume discount or other trade concession.

3. Commissions on refunds to customers or merchandise returned by the customer on whom a commission has already been paid to the Independent Sales Consultants shall be deducted from future commissions to be paid to the Independent Sales Consultant by the Company.

4. No commission shall be paid on Party Host Exclusives and Booking Benefits, Host Dollars, or Free Giveaways.

5. To provide the Sales Consultant with the sales and marketing tools outlined in the Independent Sales Consultant Kit, a reasonable amount of initial Fundraiser brochures, a Consultant code number for tracking purposes, information for access to the Independent Sales Consultant's portion of the Company website, and monthly sales statements.

6. To set minimum monthly quotas after consultation with the Independent Sales Consultant.

7. To send notice by certified mail to the Independent Sales Consultant should the Company wish to terminate this agreement. The company may terminate this Agreement at any time for any reason without cause.

8. To pay commissions to the Independent Sales Consultant on sales from existing customers for a period of one month after this agreement is terminated by either party.

9. This constitutes the entire agreement.

10. This agreement shall be binding upon the parties and their successors and assigns.

11. This Agreement is bound by the laws of the Commonwealth of Virginia.

Signed this _____ day of _____ (month), _____ (year).

FRED PRICE, CEO
VISION MEDIA, INC., dba MORGAN BROOKE

Your signature below indicates that you have read the Handbook for Independent Sales Consultants and agree to abide by its provisions.

_____ Signature

_____ Independent Sales Consultant
(Printed name)