



Agreement to be an Authorized B2B Global Network Representative

Sales, Marketing and Promotional Rep



By enrolling in this program you hereby agree that you are an Independent Contractor / Sales Rep (herein called the "REP") and you will not be considered an employee of B2B Global Network, Inc. (herein called the "Company").

Whereas, REP agrees to enter into this Agreement with complete understanding and acceptance of the following terms and conditions contained within this Agreement by affixing their signature to this Agreement, by way of submitting their acceptance thereof.

Whereas, the Company agrees to enroll the REP into the B2B Global Network / MaxExposure Marketing & Promotional Rep opportunity, as a Marketing and Promotional Rep, based exclusively on the terms and conditions contained within this Agreement.

Contract Term: The Company shall contract the REP and the REP hereby accepts such contracting upon the terms and conditions contained herein. The REP shall receive compensation as shall be agreed upon by the Company and the REP as outlined in the Agreement. This Agreement shall commence on the date of submission and shall remain in effect until canceled. The REP accepts contracting with the Company on an "at will" basis and acknowledges that such contracting may be terminated by either party at any time as per the terms of this Agreement with (or without) cause or notice.

1.0 Independent Contractor: It is understood and agreed that the REP is not an employee and will not be treated as such by the Company in terms of compensation, taxes (federal, state or local), workman's comp insurance or any other type of insurance, which the REP is (or may be) required to carry, at their own expense. The REP will receive a form 1099 (T-4A in Canada) stating earnings for tax filing purposes and is entitled to any and all appropriate tax deductions, expenses and write offs as allowed by law and approved by your personal accounting professional. The Company will not reimburse the REP for any expenses including but not limited to: marketing, travel, meals, and insurance, training or office expenses. The REP agrees to hold harmless the directors, owners, managers and shareholders of the Company and their employees of any legal action brought by the REP for any reason. Any actions brought against the Company will result in termination of this Agreement, which will forfeit any future commissions to be paid by the Company.

1.1 Rep Photo: REP will provide a recent photo to the Company upon acceptance and execution of the Agreement and allow their image to be used in Company promotions, at any time, to be determined by the Company. Photo must be a high resolution "head shot" (no hats, sunglasses or other people/pets in the photo, please) and uploaded to the REP's replicated website / profile upon enrollment.

2.0 Scope of work as a Sales Rep: From time to time the REP shall offer business owners the opportunity to purchase services from the Company called *MaxExposure!* - Social Media Management Services (here in called "MaxExposure"). MaxExposure is solicited by the REP through various marketing methods determined by the REP. The Company will make available training, techniques and processes, for suggested purposes only. The REP may conduct their business in any way they deem fit, that is consistent with the basic guidelines of the training (see section 2.2) and within the bounds of commonly known ethical, honest, forthright and business-like approaches with clients, and work within the guidelines set forth in this document and any future documents in relation to policy, conduct and procedures. The REP is not assigned to any territory or market and may sell to any business owner, anywhere in the world, who can communicate in English.

2.0.1 Prospecting: It is recommended that the proven prospecting processes, which are outlined in the training, are practiced and followed, however, REP may engage in any form of prospecting new clients that they see fit.

2.0.2 Social Media Analysis® : REP will be required to register and utilize our exclusive Social Media Analysis® (SMA) process to identify viable prospects as leads.

2.1.1 Lifetime Commissions & CPO: Commissions will continue to be paid for the life of client. Commissions are based on the CPO (Commission Paid On) amount assigned to each package offered. CPO accounts for the cost of goods which is not commissionable (e.g. \$300 monthly fee = CPO of \$250) which is \$50 (or more based on the package selected by the client) of the monthly fee to cover Facebook Ads, Admin fees and management).

2.1.2 Commissions: Commissions are based on the amount of sales at the time of the order and any Recurring payments (calculated weekly for payments made each week) by clients that follow each month. Commissions are paid on the first month's payment of the set-up fee and the monthly (recurring) payment received by the Company each month the week it recurs. All clients make payments via major credit or debit card through an automated monthly charge.

Commissions are paid each Monday (Tuesday if Monday is a holiday) following the week the order or monthly payment is received by the Company. Clients on monthly recurring payments will generate monthly commissions to be paid the Monday following the week the client's credit card is charged.

2.1.3 Training Sale Commissions Waived on first sale monthly fees: As stated in the initial video overview, reviewed prior to acceptance, Monthly Residuals commence with the Rep's "second" sale. This is designed to cover the cost of training, administration of the credit card processing websites, technology hosting fees and development, legal, licensing and ongoing maintenance. Each Rep agrees to "waive" the commissions on their first sale's "monthly fee", for the life of the client. Set up fee commissions are paid on each sale, including the Rep's 1st sale. If the initial client terminates their relationship with the company, the next client will be moved to "waived" status, keeping one client in that position to cover the Admin and Technology fees. The monthly fee commissions waive is a deductible expense, see you accountant for details.

2.1.4 Commissions on Personal Sales (based on CPO):

Minimum Profit Program (optional)

The Company offers a Minimum Profit Program which is covered under a separate Agreement. To enroll in the Minimum Profit Program, the Rep must signed and submit the Minimum Profit Agreement along with this Rep Agreement. The Minimum Profit Program has various terms and conditions to participate in the program. Failure to submit a Minimum Profit Agreement with the Rep Agreement implied Rep's desire to engage with the Company on the standard commission program only. Minimum Profit Program may only be entered in conjunction with this Rep Agreement.

INITIAL SALE COMMISSIONS

- 25% on each Set-up Fee Paid by Client
- 25% on the initial monthly fee paid by Client

Recurring Commissions

- 25% on each recurring payment for the life of the Client

Commissions are paid weekly

2.1.5 Refer a Friend Bonus: Like many companies, Company offer our Reps a bonus when they refer a friend. When a REP introduces a friend to the opportunity, Company will pay the following to the REP, based on the new Rep's sales. To receive overrides a REP must have a minimum of one (1) personal sale.

- 15% of each initial set up fee sales 1-10 (then 25% on each sale over 11+ in total career)
- 10% of initial monthly fee
- 10% of each recurring monthly fee paid by the client

2.1.6 Commission Payment Process / Schedule: The REP will receive commission for each sale, entered by Friday of each week. Commissions are paid on the Monday (Tuesday if Monday is a holiday) following the week the sale is made. Commissions are paid via a 3rd party bank (Payoneer) which provides the choice of Direct Deposit or a company Branded Visa / Master Card. Either option requires a one-time \$10 set up fee (drawn from initial commission check) and \$2.50 per fund transfer each week commissions are paid drawn from commissions payment.

2.1.7 Ongoing / Residual Commissions / Personal (Transferable) Asset: The REP will receive ongoing commissions as long as the REP has clients paying the company. This income will continue for the life of that client and be considered a personal asset and can be transferred to any other party, organization or estate by REP, REP's authorized agent or their heirs with proper documentation.

2.2 REP Training: REP is required to attend an in office training program provided by the Company and is expected to study and complete the entire training program to the Manager's satisfaction. Training will be provided to the REP in advance of one sale with commissions "waived". Ongoing training will be provided on an "as needed" basis by the local manager, company executives both locally and via online webinars.

2.3 Back Office Access Rep Control Panel / Replicated Web Site: The Company will provide to the REP a complete "back office" (online) environment and Replicated Website(s) for clients to gain more information about the product and services. The cost of these technology programs are covered by the one sale waived.

3.0 Company Product(s):

MaxExposure! - Social Media Management Services: The Company allows the REP to contract the following services as described in the product section of the recruiting and training website and our public site, www.maxexposuresocialmedia.com or www.b2bglobalnetwork.com with local business owners. The REP will have a personalized "replicated" website to direct clients or prospects to obtain Company and product information. Site will be password protected. Passwords can only be offered directly to

prospects, not published on social media or in advertising. Our products are social media management services designed for small or local business owners. The products/services are subject to change and or enhancement from time to time.

Review Manager™: is a proprietary Review Management System which is designed to get our clients more positive reviews, and less negative reviews online.

This is NOT an SEO (Search Engine Optimization) program - we do not provide PPC(Pay Per Click), PPI (Pay Per Inquiry) or SEO (Search Engine Optimization) support for websites. Nor do we guarantee any ranking on search engines or social media sites, other than what is customarily offered by the individual sites we manage and maintain for our clients. Any claims otherwise would be in violation of the terms of this Agreement. We are NOT associated with or endorsed by any social media sites.

Please review the Company website for a complete understanding of our product offerings before enrolling in this program!

4.0 Company Admin Support: Once a **MaxExposure!** or **Review Manager™** order is received by the Company, the Company's Admin Staff will handle the entire process of contacting the client, obtaining and reviewing their profile, obtaining their art work, photos, and content to begin setting up the sites. Our social media management team, based in Boston, MA will maintain and support the client's needs on an ongoing basis.

4.1 Ongoing Client Relations (by REP): The REP is responsible for maintaining communications, assisting in the education and promotion of the client's social media sites and to continue to build rapport and strengthen the relationship with the client at the local level. This can be a simple "stop in" to say hi, share leads and referrals or exchange emails. More elaborately: an invitation to lunch, tickets to a ball game or a round of golf (all to be determined by the REP, at the REP's expense) can be reserved for the best clients (as determined by the REP) with influence and contacts that will benefit your future business. The Rep is prohibited from engaging in Posting content, responding to reviews, building sites or involvement in billing or collection of fees related to the clients, (unless directed by home office).

5.0 Cancellations: If a client cancels their account or if the client's credit / debit card is declined or invalid, the recurring commissions on that account will be discontinued immediately. As payments resume, commissions will be reinstated. If commissions are inadvertently paid on an account that was cancelled or charged back by the client, the commissions must be refunded to the Company immediately, upon request, or will be charged back against future commissions. If collections are required (to return the overpayment of commissions), the REP will be responsible for any and all collections fees, court or legal costs incurred by the Company. Any termination "settlement" payments negotiated with a client will not be commissionable to the rep.

6.0 Submitting Orders: All orders must be submitted to the Company within 2 days from the date of the sale. In the case of a paper order, the order must be entered / processed via the REP's back office order submission process to be received by the Company. The REP is responsible to make copies of all paper orders and keep them on file if needed. Misuse or abuse of customer money or credit cards will be prosecuted to the fullest extent of the law.

7.0 Withholding Orders: Withholding orders or re-writing orders to manipulate bonuses or contests will not be tolerated and will be subject to sanctions, including but not limited to immediate termination of this Agreement and forfeiting any future commissions.

8.0 Company Meetings, Conferences and Events : From time to time the Company will hold meetings, conferences and events, designed to increase sales through additional training and support for the REP. Although these events are not mandatory, participation is strongly suggested. REP agrees to make all reasonable attempts to attend each event to which they are invited, at their own expense.

8.1 Weekly Meetings / Conference: The Company conducts a weekly meeting at a time to be determined by the Local Manager, Rep should attend all meetings. In addition, the company conducts a weekly conference call each Wednesday morning @ 9:00am Eastern Time, to inform, inspire and educate the REP. It is strongly suggested that REP attend these calls (and any other scheduled calls, video broadcasts or presentations). The conference call phone number and access code will be provided during the sales training.

8.2 Managerial Support: The Company makes sales managers available to the REP for sales support, additional training, answering questions and daily check in if desired by the REP. It is strongly suggested that the REP check in on a daily basis with an update and report of activity and to gain new information from the Company designated manager.

8.3 Senior Analysts / Corporate Presenter: Company provides Corporate Presenter to conduct the Reps initial sales presentation. These "Senior Analysts" can be scheduled using the online booking system provided by the Company. The Rep is required to attend each presentation with the client at the time of the presentation. As the Rep observes and feels more confident with the sales presentation and process the Rep may elect to become "presentation certified" through additional training. There are no fees for certification.

9.0 Use of Company Logo, Social Media & Company Name: REP may use the Company logo without alteration on "Company approved" business cards only by using the templates provided in the REP training site. The REP shall not create any collateral materials in print or electronic format (including websites) without the express written permission / approval of the Company, which will not be unreasonably withheld. The REP is prohibited from creating a location specific or unique Facebook page, Twitter account or any other social media platform with "B2B Global Network or MaxExposure" (or any variation of it) in the name of the account (without express written consent of the Company). The REP is encouraged to use their own personal social media platforms to promote, "like" and follow the Company's official social media sites and promote them accordingly.

10.0 Confidential and Proprietary Information: The term "Confidential and Proprietary Information" shall include, without limitation, all information and data furnished by the Company to the REP or that the REP encounters in the course of his/her contracting by the Company, whether in oral, written, graphic or machine readable form, including but not limited to, software (object and source code), procedures, information from the Company's clients, customer lists and prospective customer lists.

During and after the term of this Agreement, the REP shall hold the Confidential and Proprietary Information in strict confidence and will not permit the duplication or disclosure of any such Confidential and Proprietary Information to any person or entity, unless such duplication, use or disclosure is specifically authorized by the Company in writing. The REP will return all Confidential and Proprietary Information in written form (including any copies made) to the Company upon termination of this Agreement or at the Company's request.

10.1 Covenant not to Compete: During the period of REP's contracting with the Company and for a period of two (2) years thereafter, REP shall not in any manner (i) engage in the Non-Compete Industry (as that term is hereafter defined herein) in any business engaged in by the Company; or (ii) directly or indirectly be connected with any business which engages in the Non-Compete Industry; or (iii) solicit or contact any customer of the Company at any time during the Contracting Period or during the two (2) year period thereafter for purposes other than Company Business for B2B Global Network, Inc. For purposes of this Agreement, the term "Non-Compete Industry" shall be defined as the selling or providing any social media management services, sold to local businesses as defined herein. **Exceptions will be addressed on a case by case basis upon request and in writing.**

10.1.1 Exclusions: Verified clients prior to Contracting or existing clients of the REP are automatically excluded. Client list (to be excluded from non compete) must be submitted and filed prior to completion of training.

While contracted by the Company, the REP shall not sell any other social media management services for him/herself or any other company, without the express written consent of the Company which will not be unreasonably withheld or denied.

Any existing advertising sales or other services marketed by REP, must be stated (and excluded) in the REP's profile at the time of enrollment. Questions and inquiries can be addressed to admin@b2bglobalnetwork.com

The REP recognizes that the foregoing time limitations are reasonable and properly required for the adequate protection of the Company's business. In the event that the REP shall be in violation of the aforementioned restrictive covenants, then the time limitation thereof shall be extended for a period of time equal to the period of time during which such breach or breaches should occur. Breach or violation of this clause, are subject to repayment by the REP to the Company, of all lost revenue for a period of 5 years.

10.2 Recruiting Company Personnel: The REP agrees not to recruit or attempt to recruit any existing employees, REPs or staff person associated with Company, regardless of any prior or current relationship, to any other business or income opportunity or venture (via introduction to or explanation of) during the term of this Agreement and for a period of two (2) years following termination of this Agreement. This includes, but is not limited to, promotion of business opportunities on social media sites, and all forms of communications (written, verbal, electronic, etc.). Any actions in violation of this clause could result in termination of this Agreement, which will forfeit any future commissions from the Company, and repayment of potential lost revenues as determined by a court of law.

10.3 Professional Conduct: The REP agrees to maintain a high level of professionalism as it relates to conduct and communication with management, Company staff, other REPs, and clients. This includes, but is not limited to, maintaining a "positive attitude" and communication style at meetings, on conference calls and when interacting with others in the organization at all times. Any actions in violation of this clause could result in termination of this Agreement, which will forfeit any future commissions to be paid by the Company

10.4 Illegal Activities: If Rep is convicted or party to any illegal activities, or action that could damage the name or reputation of the Company, the REP can be terminated and will forfeit any future commissions to be paid by the Company.

10.5 Mutual Non-Disparagement: The Rep and the Company agree to a mutual non-disparagement clause: whereas both parties agree to not damage, defame or otherwise discredit the other's reputation, name or status within the community or nationally

whether it be through private conversation verbally, written, electronic or any other form of media, including but not limited to; Social Media, Review Sites, Job boards or other forms of communications.

11.0 Savings Provision: The Company and the REP agree and stipulate that the agreements and covenants not to compete contained in this Agreement are fair and reasonable. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraphs, the Company and the REP agree that in the event that a court should decline to enforce the provisions of the preceding paragraphs, that this paragraph shall be deemed to be modified to restrict the REP's competition with the Company to the extent which the court shall find enforceable; in no event, however, shall the provisions of the preceding paragraphs be deemed to be more restrictive to the REP than those contained herein.

12.0 Injunctive Relief: The REP acknowledges that the Company will be irreparably harmed if the REP's obligations under this Agreement are not specifically enforced and that the Company would not have an adequate remedy at law in the event of an actual or threatened violation by the REP of his/her obligations. Therefore, the REP agrees and consents that the Company shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by the REP, his/her employees or agents of the prior paragraphs. REP further agrees that, in such event, REP shall reimburse the Company for its attorneys' fees, expenses and lost profits. Any actions brought against the Company by REP will result in the immediate termination of this Agreement, which will forfeit any future commissions to be paid by the Company.

13.0 General: The Provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the REP against the Company whether predicated on this Agreement or otherwise.

14.0 State Law: This Agreement shall be construed in accordance with the laws of the State of the Distributor or the Company. Except for equitable proceedings commenced by the Company, which may commence in any court of competent jurisdiction, any and all disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the Federal and State Courts. The REP hereby consents to the exclusive jurisdiction (personal and subject matter) of courts located in Connecticut in all matters pertaining to the Company.

15.0 Entire Agreement: This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and expressly supersedes all existing agreements between them, whether oral or written, regardless of what representations may have been made previously with respect to the subject matter hereof.

16.0 Cancellation of this Agreement / Surviving Conditions: The REP has three (3) business days in which to cancel this Agreement, excluding the terms and conditions as it relates to Section 10 (inclusive). All non-compete, non-disclosure agreements remain in effect if REP attended (or logged on to) any training, any informational sessions or gained any proprietary information as a result of interviewing or accepting the terms of this Agreement. Termination of this Agreement will forfeit any future commission to be paid by the Company.

This Agreement is subject to change with 30 days written notice.

17.0 Legal: If any part, term or provision of this Agreement shall be deemed illegal, unenforceable or in conflict with any law of a Federal or State or local government having jurisdiction over this Agreement, the validity of the remaining provision or provisions shall not be affected thereby.

IN WITNESS WHEREOF, an electronic signature has been affixed to this as acknowledgment and acceptance of this Agreement in its entirety, as of the date submitted.

Signed X _____ **Date** _____

Print Name _____ **D.O.B** ____/____/____

Address _____ **SS# / Tax ID** _____

City _____ **Phone** _____

ST/Prov. _____ **Zip/Postal Code** _____ **Email** _____



Minimum Profit Program

This Document serves as an addendum to the Sales Representative Agreement and only offers the Minimum Profit to Qualified Marketing & Promotional Reps, in conjunction with all terms and conditions in the Sales Rep Agreement, including but not limited to, the undersigned who is an Independent Contractor and not employed in any way.

Name _____ Cell _____

Address _____ City _____ State ____ Zip _____

Email _____ School _____

The above Individual or Business is a recognized as a Marketing and Promotional Representative of MaxExposure Social Media and Review Manager™ System, in their local area.

The Marketing & Promotional Rep (Rep) will identify, contact and arrange appointments with qualified prospects to create interest in the company’s services. The Minimum Profit is designed to compensate the Rep for setting up “qualified appointment” for presentations conducted by the Company Presenters.

Compensation: (the greater of commission or minimum profit program – not both)

- 25% commission on all CPO sales and residuals for the life of the clients enrolled by the Rep (or)
- \$30 per Qualified Presentation - completed by a Corporate Presenter

Initials

Client Conversation (presentations) are Qualified by:

- SMA must be completed by Rep
- Presentation Must be Conducted by Corporate Presenters
- Presentation must be Conducted in the presence of the Business’s Decision Maker(s)

Presentations conducted to a prospect that needs to speak to a partner or seek “permission”, of any kind, will not be counted as qualified for the minimum profit. This will be verified by the Corporate presenter at the time of the presentation.

Any subsequent sales from unqualified prospects will be counted toward total commissions earned and calculated into the minimum profit results.

- A Minimum of 10 Qualified Presentations must be completed
- 10 Qualified presentations cannot be completed in less than 3 days.

Initials

Additional Requirements Rep must achieve to Qualify for Minimum Profit payments:

- Daily Check in with Local Manager via phone conversation (not txt or email)
- Attending weekly conference calls
- Attending any scheduled sales training or conference calls

Initials

Renewal:

Once 10 Qualified Presentations are completed, the company may renew the Minimum Profit program with the Rep at the company’s option. Renewal offers are not guaranteed.



Minimum profit is calculated based on the following:

- After the completion of the ten (10) Qualified Presentations, all sales generated (including those that closed up to 14 days following the 10th Qualified Presentation) will be accounted for and the commissions earned to date will be calculated.
- If the total commissions earned to date, is greater than \$300, the Rep will keep the commissions earned and receive all subsequent residual commissions for the life of the clients they enrolled.
- Monthly residual portion of Rep’s first sale is applied to the Technology and Admin fees as per the sales rep agreement and NOT calculated in the Minimum Profit Program. The commission on the “set up fee” portion of the Rep’s first sale will be counted as part of the income for the Minimum Profit Program calculations.
- If the total commissions earned from 10 Qualified Presentations completed are “less than” \$300, Company will pay the difference (or short amount) to equal \$300 earned in total.
 - e.g. if only two (2) account are sold, from 10 Qualified Presentations and the rep earned only \$250 in commissions, the company would pay the Rep an additional \$50 to equal \$300 in total.
- Minimum Profit payments are made within 21 days of the completion of the 10th Qualified Presentation.
- If Rep chooses to have the minimum profit (difference) paid as per above, **the Rep will forfeit any future residual commissions on those sales.**
- The Rep can choose to “forfeit” the minimum profit payment and receive the full residual commissions for the life of the client, as it is distributed.
 - e.g. The Reps Second client, on the 12 month program, will generate commissions of \$187.50 in the first month and an additional \$687.60 over the next 11 months, or a total of \$875 for the year.

Initials

I have read, understand and agree to the terms and conditions above, in conjunction with the Sales Rep Agreement, also signed on this date.

Agreed: _____

Date _____

Print Name _____

Manager _____

Date _____

Print Name _____