



Agreement to Enroll in the Authorized MaxExposure Business Solutions Business Builder Program



Be advised:

By enrolling in the Business Builder 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. (DBA MaxExposure Business Solutions & MaxExposure Social Media, 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 (personally signed in ink) to this Agreement, by way of submitting their acceptance thereof.

Whereas, the Company agrees to enroll the REP into the MaxExposure Business Builder Program opportunity, as outlined and 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 cancelled. 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.

There is NO FEE to enroll or upfront Investment Required – some business expenses may apply as stated within.

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" and uploaded to the REP's profile upon enrollment, if requested by the company.

2.0 Scope of work as a Rep: From time to time the REP shall offer business owners the opportunity to purchase services from the Company (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 utilize our exclusive Social Media Analysis® (aka Snapshot) process to identify viable prospects as leads. Each report generated has an associated expense of \$3 per report, the REP will be charge \$3 per report on the first day of the following month each report is generated. (example 20 reports, will cost the rep \$60)

2.1.1 Lifetime Commissions & CPO: Commissions will continue to be paid for the life of client (conditions apply*). Commissions are based on the Margin to each product purchased. Margin is the amount of the sale, minus the cost of goods. Margin will vary from product to product as outlined in the product pricing guidelines available in the Rep Control Panel.

2.1.2 Commissions: Commissions are based on the amount of Margin at the time of the order and any Recurring payments, calculated the week the payments are made by clients, each following month. Commissions are paid on the initial payments set-up fee and the monthly fees in the first month's fees and each recurring month that payments are received by the Company. All clients make payments via major credit or debit card through an automated monthly charge. Minimum Selling prices for both set up fees and monthly fees will apply. REP can set prices as they see fit, over the minimum selling pricing to increase commissions and income.

Commissions are paid each Monday (Tuesday if Monday is a holiday) the week following the order is placed 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 Commission Schedule

Set Up fees:

50% of all set up fees paid by clients over the minimum set up fee listed on the pricing guide

Plus....

Monthly Residual Fees

40% commission*

* Commissions for life of the client is subject to the REP generating a minimum of \$24,000 in sales in new residual revenue (not including set up fees or residual sales during the year) each calendar year, based on their start date and anniversary which is called the "sales year" (e.g. if a rep starts in June 2018, they would need to generate \$24,000 in new business by end of May 2019 to receive commission in the next "sales year"). To generate \$24,000 in new business is approximately 4 new residual accounts per month or 1 per week average. Inactivity for 3 consecutive months (with no new accounts) will result in forfeit of all residual commissions immediately.

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2.1.4 Advancement to Management (recruiting other reps)

REP can qualify to advance to a management positions after REP has secured 15 clients through personal sales and complete the Manage Training Program, which consist of programs to professionally and effectively recruit, train and manage MaxExposure Sales Reps. Some exceptions may apply based on experience and qualifications.

2.1.5 Manager Override Commissions

Once qualified, a Manager will receive 5% override commission on all sales margin (as per the pricing guides provided after enrollment is completed) secured by a REP on the manager's team. A Manager can have unlimited REPs on their team without any boundaries or territories.

2.1.6 Commission Payment Process / Schedule: Commissions are paid weekly. The REP will receive commission for all sales submitted each week, entered by Friday at 5pm EST. Commissions are paid on the Monday (Tuesday if Monday is a holiday) following the week the sale is made or the residual fee is processed by the company.

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. Fees are drawn from commissions payment.

REP must register immediately to avoid a delay in receiving commissions.

Initials _____

2.1.7 Ongoing / Residual Commissions / Personal (Transferable) Asset: The REP will receive ongoing commissions as long as the REP has clients and meets the minimum sales each "sales year" as outlined within section 2.1.3 above. This income will continue for the life of that client (conditions apply as stated above) and will be considered a personal asset of the REP and may be transferred to any other party, organization or estate by REP or the REP's authorized agent or their heirs with proper documentation. REP may "hire, contract or recruit" Sales Rep to work within their organization, and have their sales apply to meet the minimum standards mention in section 2.1.3.

Agreement acknowledged with my Initials: _____

2.2 Training: REP is required to attend an online "orientation" training program provided by the Company and is expected to study and complete the entire training program to the Company's satisfaction. Training will be provided to the REP FREE of charge. Ongoing training will be provided on an "as needed" basis by the company executives, both locally and via online webinars.

2.3 Back Office Access to Rep Control Panel: The Company will provide the REP a complete "back office" (online) environment to provide clients with more information about the product and services via email.

This access is considered proprietary and can NOT be shared with others (see section 10 below).

Initials _____

2.4 MaxSales Market System - Administrative Fee:

REP will be provided with access to the MaxSales Marketing System via the Rep Control Panel. The MaxSales System is a comprehensive CRM and Email Marketing System which encompasses the Social / Online Presence Report generating process, follow up email campaigns and more. Each report costs \$3 to generate (charged by our vendor). At the end of each month, the number of reports generated will be calculated and charged to the REP's credit card on file at the end of each month.

Initials _____

Credit Card Authorization:

I agree to pay MaxExposure for each Analysis Report Generated as per above. The payment will be charged on the 1st of each month for each report generate the previous month on the follow card provided

MC Visa AMEX Discover _____ - _____ - _____ - _____ exp ___/___ cvv _____

My address and signature below is my approval to charge this card.

Initials _____

3.0 Company Product(s):

The Company allows the REP to contract our services as described in the on our public site website, www.MaxExpoUSA.com. Clients can be businesses of any size, however, our products are Digital Business Services designed for small or local business owners. The products/services are subject to change and or enhancement from time to time without notice.

Access to our company "store" page on our website is provided to the public, pricing is not available unless the client contacts a rep. Pricing is available once enrollment is completed by the rep. Please review the Company website for a complete understanding of our product offerings before enrolling in this program! Note, We are NOT associated with or are endorsed by any social media sites.

4.0 Company Admin Support: Once an order is received by the Company, the Company's Admin Staff will handle the entire process of contacting the client, obtaining and reviewing the client's profile, obtaining their art work, photos, and content to begin setting up their product. Our team, based in Boston, MA will maintain and support the client's needs on an ongoing basis.

REP is not involved in the onboarding or ongoing support of a client unless requested by the home office team.

4.1 Ongoing Client Relations (by REP): Company will contact the Client, via phone, in the 4th, 8th and 12th month to review stats, services and advertising results each year based on their enrollment date. The REP is responsible for maintaining local communications and build rapport to 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. **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. Any termination "settlement" payments negotiated with a client will not be commissionable to the REP. As payments resume, commissions will be reinstated going forward.

5.01 Chargebacks – if Commissions are paid inadvertently or on accounts charged back by customers: 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.

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 RCP or 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 may conduct a weekly conference call meeting at a time to be determined. It is strongly suggested that REP attend these calls (and any other scheduled calls, video broadcasts, webinars or presentations).

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, as well as to gain new information from the Company's designated manager.

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 RCP 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 or business social media platforms to promote, "like" and follow the Company's official social media sites and promote them accordingly. REP may represent themselves as an Authorized Agent of MaxExposure Business Solutions or Social Media on their person or business social media sites.

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: REP shall not, in any manner, directly or indirectly, engage with any past or present customers of the Company for a period of five (5) years after their termination of this agreement in any way. Rep is prohibited from soliciting or contacting any customer of the Company (past or present) with any competitive services (including any products or services the Company is actively selling in the future) at any time during a period of five (5) year period following the Reps termination of this agreement, without the express written consent of the Company.

Exceptions will be addressed on a case by case basis upon request in writing.

While contracted by the Company, the REP shall not sell any other Digital Business Solution 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 (to be excluded) at the time of enrollment which are listed in the space below: Questions and inquiries can be addressed to admin@maxexpoemail.com

Agreement acknowledged with my Initials: _____

Acknowledgment:

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 five (5) 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 will result in termination of this Agreement, which will forfeit any future commissions from the Company, and repayment of potential lost revenues for a period of five (5) years or 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 including the statement of being bond by this agreement in any way.

10.6 Termination for Inactivity:

Inactivity by the REP for 90 day or more (3 consecutive months) without an approved leave of absence, which will not be unreasonably withheld, will result in immediate forfeit if any residual commissions going forward. These accounts and commissions will be assigned to another rep, or the company, therefore this cannot be reverse for any reason.

Initials _____

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 may cancel this Agreement, excluding the terms and conditions as it relates to Section 10 (inclusive) at any time. All non-compete, non-disclosure agreements remain in effect as stated within, 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.

PLEASE PRINT / Complete online – save & send or print & fax

Signed X _____ Date _____

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

Address _____ SS# / Tax ID _____

City _____ Cell Phone _____

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

Other information:

Referred By / Advertising Source: _____

General Info:

Name of College _____ Major: _____ Year _____

Instructions for submitting this Agreement:

Please provide us with a CLEAR Color PHOTO image of a valid Driver's License must be submitted with this Agreement for acceptance. Simply use a cell phone, take the photo and email it to admin@maxexpoemail.com – DO NOT FAX or Photocopy the Driver's license image.

Please submit this form via scan and email or fax to 203.571.1847 for immediate processing.

Agreement acknowledged with my Initials: _____