

SALES REPRESENTATIVE AGREEMENT

This Sales Agreement (the "Agreement") is entered into effective as Date _____, by and between Marketing Matters ("MM") located at 9000 Richmond Ave, suite 300, Houston Texas 77063 and Representative _____, address etc. _____.

RECITALS

A. MM owns and licenses a proprietary software application and related services to assist sales representatives in acquisition and retention of customers (the "MM App") for new clients on a private label basis.

B. MM desires to retain the services of Representative, and Representative desires to perform such services, to solicit customers for the MM App throughout the world as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment of Sales Representative. MM appoints Representative as its non-exclusive sales representative to solicit orders from potential customers for the MM App throughout the world. Any customer originated, procured or introduced by Representative shall be deemed a Customer for which Representative shall be entitled to commission. MM retains the right to appoint other sales representatives to attract customers for MM App. In consideration of Representative's efforts, MM shall pay Representative a minimum of One Dollar or more (\$1.00-?) per paying Customer originated by Representative, in accordance with Section 4, below, as the price for the app will be determined by Sales Representative. There is an additional One Dollar or more (\$1.00-?) which is typically received by the Customer, but can be utilized in whole or in part for additional commission.

2. Duties of Representative. Representative accepts the appointment as MM's sales representative for MM App and shall at all times use best efforts to promote and develop the sales of the MM App to Customers. Representative shall comply with all applicable laws, ordinances, rules and regulations of any federal, state, county or municipal authorities in performing the services contemplated by this Agreement. Representative will bear all costs and expenses associated with its/his/her sales efforts under this Agreement. Representative shall complete such training as required by MM from time to time.

3. Customer Inquiries; Order and Collection Procedures.

(a) MM agrees, and Representative shall cooperate in maximizing sales to Customers and share all correspondence and documentation between MM and Customers, as reasonably requested by Representative.

(b) MM will respond to all requests for MM App directly to the Customers. MM is responsible to account for all MM App provided to Customers, and collect amounts directly from Customers. At MM's request, Representative shall assist in collections of invoiced amounts as requested by MM.

4. Commissions.

In consideration of the services rendered by Representative, MM shall pay a commission to Representative based upon the following:

- I. Monthly Subscription Fees: Representative shall receive an amount equal to One Dollar or more (\$1.00-?) of such fees paid by Customers receiving MM App in perpetuity. The minimum monthly subscription cost of the app will be set at \$14.99 but can go as high as Sales Representative can obtain from client. MM will receive a minimum of \$12.99 per monthly subscription and any dollar amount above \$12.99 set by Sales Representative will be paid out in commission to Sales Representative or client as determined by Sales Representative. All Network or MLM companies will be capped at a monthly subscription rate of \$14.99 but any other style of business such as but not limited to insurance companies, various sales force, banks, car dealerships, medical, etc. can be set above and beyond \$14.99 by Sales Representative.
- II. No commission shall be payable on taxes, shipping or chargebacks.

Representative earns a commission pursuant to Section 4(a) upon the receipt of payment resulting from MM's issuance of an invoice to Customers. Commissions earned during a month will be payable by MM to Representative on or before the 30th of the month following the month in which payment is received by MM from MM. If Representative receives a commission on a customer account that has subsequent chargebacks, credits or discounts, then MM may deduct the commission from Representative's subsequent commission check for any prior overpayment. MM shall provide Representative with a monthly statement showing the computation of all commissions payable for the preceding month. The statement shall include a listing of each invoice with respect to which a commission was earned and a listing of commission deductions against prior commissions paid. If a commission payment would be less than One Hundred Dollars (\$100.00), then no check shall be issued until the amount of payment exceeds One Hundred Dollars (\$100.00).

c MM shall at all times during the term of this Agreement and for three (3) years thereafter keep and maintain at its usual place of business complete and accurate books of account and records of all of the information necessary to substantiate the revenue received from MM App. Representative shall have the right, upon thirty (30) days written notice, to inspect at MM's usual place of business MM's books of account and records and all other documents and material in the possession of or under the control of MM with respect to the subject matter of this Agreement; *provided, however*, that such inspection may be conducted solely for the purpose of verifying the correctness of the MM's payments hereunder, and

all information obtained in connection with any such inspection shall be deemed to be Confidential Information belonging to the MM. Representative shall have free and full access to the appropriate portion of records and shall be permitted to make copies of relevant documents thereof and extracts therefrom; *provided, however*, that such access shall be provided only for the purposes outlined herein.

In the event that such inspection or statement provided under this Agreement reveals a discrepancy in the amount of Commission owed to Representative from what was actually paid to Representative, Representative will notify MM of the discrepancy. If MM agrees that there was indeed a discrepancy, MM will pay the discrepant amount within 5 business days.

If MM disagrees that there was a discrepancy and Representative exercises its right of inspection under this Agreement, and if any such inspection reveals a discrepancy reveals Commission due Representative in excess of five percent (5%) of the Commission paid Representative for the period covered by such inspection or statement, MM shall also pay Representative, within five (5) days of Representative's demand, any inspection fees, costs, and expenses (including attorney's fees) incurred by Representative in connection therewith. The payment and reimbursement provision of this Section 4(d) shall be in addition to any other contractual, legal or equitable rights which Representative may have with respect to such underpayments.

5. Sales Policy. MM shall determine all prices and terms of sales and MM has the right to accept or decline Customers. MM, in its sole discretion, has the right to change all prices and terms for sales upon notice to MM. MM shall promptly notify Representative of any changes instituted by MM. Representative shall not, without MM's prior written approval, alter, enlarge, or limit orders, make representations or guarantees concerning the MM App or accept the return of, or make any allowance for, the MM App. Representative shall abide by both MM and MM's policies and communicate the policies to Customers. Representative shall assist MM in obtaining information that the MM credit department may request from time to time relative to the credit standing of a Customer. Representative acknowledges that subsequent to acceptance of a customer, MM may decline to continue sales of MM App to a Customer at its reasonable discretion.

6. Indemnification. Representative agrees to indemnify and hold MM harmless against and to pay all losses, costs, damages, or expenses, including attorneys' fees, that MM sustains on account of or arising from any willful breach of the terms of this Agreement by Representative.

7. Customer Complaints. MM and Representative will immediately notify the other party of any Customer complaint that MM or Representative, as the case may be, receives and advise the other party of the nature of the complaint so that the parties may respond to Customer.

8. Relationship of MM and Representative. Representative is an independent contractor, and nothing contained in this Agreement shall be construed to (a) constitute Representative as a partner, joint venture, employee, or agent of MM or MM, or (b) allow either party to create or assume any obligation or bind the other party in any respect, except as explicitly provided in this Agreement. Representative is not authorized to make any representation, contract or commitment on behalf of MM or MM unless specifically requested or authorized in writing to do so by an officer of MM or MM. Representative will not be entitled to any of the benefits which MM may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The manner and means by which Representative chooses to render the Services are in Representative's sole discretion and control. In rendering the Services, Representative agrees to provide its own equipment, tools and other materials at Representative's own expense. Representative is solely responsible for, and will timely file all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under this Agreement. Representative is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services under this Agreement. No part of Representative's compensation will be subject to withholding by MM for the payment of any social security, federal, state or any other employee payroll taxes. MM will regularly report amounts paid to Representative by filing Form 1099-MISC with the Internal Revenue Service as required by law.

9. Non-solicitation. Each of MM and Representative covenant to, and agree with, the other party that, for a period of two (2) years following the Term (as defined in Section 11(a)), neither MM nor Representative will solicit, induce or attempt to induce, any employee of the other party to terminate such relationship with the other party. Notwithstanding the foregoing, if an employee of either party terminates its employment or is terminated, with or without cause, then the other party shall be entitled to hire that employee.

10. New Services.

(a) MM agrees to furnish to Representative information concerning the availability of any new MM products or services that may be marketable by Representative. All new services, software applications or enhancements to existing software or services shall be included as MM App subject to this Agreement.

11. Term; Termination.

(a) Term. This Agreement is effective from the date first above written and shall continue for a period of one (1) year, unless earlier terminated pursuant to Section 11(b). This Agreement shall automatically renew year by year.

(b) Termination. MM may terminate this Agreement prior to the end of any Term with sixty (60) days prior written notice to Representative, or, upon a material breach by Representative of this Agreement, at any time during a Term with thirty (30) days' notice, provided that Representative may cure any breach within such thirty (30) days in which event the Agreement shall not terminate. Representative may terminate this Agreement prior to the end of any Term with sixty (60) days prior written notice to MM, or an earlier date as mutually agreed upon by both parties.

13. Dispute Resolution. In the event that any controversy or claim relating to any aspect of this Agreement, its breach, or to the relationship created by this Agreement arises (each, the "Dispute"), the parties shall attempt to resolve the Dispute through personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties to attempt to resolve the Dispute. The Parties agree to allot fifteen (15) business days for the negotiators to resolve the Dispute, beginning on the date of delivery of notice by one party to the other party of the desire to negotiate a resolution of the Dispute. If the Dispute is not resolved by negotiators within the allotted time frame, as such period may be extended by mutual agreement, then either party may elect to commence legal action.

14. Proprietary Rights. Representative agrees that MM retains proprietary rights in and to all product specifications, designs, engineering details, discoveries, inventions, patents, trade secrets and other proprietary rights relating to the MM App. Representative agrees not to use or register for use any name or mark confusingly similar to any trademark of MM. Upon termination of this Agreement for any reason, Representative agrees to discontinue use of all MM and MM trademarks.

15. "Confidential Information" shall mean all information disclosed by MM to Representative, or otherwise obtained by Representative in connection with its sales and marketing of the MM App, that is not generally known in MM's trade or in the industries served by MM, including, without limitation, (a) MM's capitalization structure, and the identity of its investors and creditors, (b) the identity of MM's business partners, clients, distributors and suppliers, and the terms of any agreement MM establishes or is negotiating with any of them, (c) MM's business plans, forecasts, financial projections, budgets, actual sales and revenue levels, and unpublished financial statements, (d) MM's prices, proposal content and business costs, (e) concepts, ideas, designs and plans related to MM's development, marketing, sales and production of products and services, whether discontinued, current or future, (f) MM's trade secrets, drawings, inventions and know-how, (g) MM's plans for research, development, and new service offerings or products, and (h) all information regarding the names, skills and compensation of employees, contractors and agents of MM and any of such information regarding MM. Confidential Information shall also include all proprietary and other confidential information that any third party discloses in confidence (or subject to non-disclosure and/or restricted-use

covenants) to MM or to Representative in the course of MM's business. Further, any information that MM discloses to Representative which, if such information had been disclosed by MM itself, would be deemed hereunder to be Confidential Information, shall also be deemed to be Confidential Information for purposes hereof.

16. Representations and Warranties of Representative. Representative represents and warrants that Representative has the full right and authority to enter into this Agreement and perform his obligations hereunder.

17. Representations and Warranties of MM. MM warrants and represents as follows:

17.1 MM is a limited liability company organized, validly existing and in good standing under the laws of Texas, with all requisite power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under the contracts to which it is a party.

17.2 MM has all requisite right, power and authority to execute and deliver this Agreement and to perform its obligations under this and such action has been duly authorized by all necessary action of MM.

(a) This Agreement has been duly executed and delivered by MM and constitutes the legal, valid and binding obligation of MM, enforceable against it, as applicable, in accordance with its terms.

(b) The execution and delivery of this Agreement, do not and will not, directly or indirectly, with or without the giving of notice or lapse of time, or both, violate any provision of MM's organizational and constituent documents, or MM's knowledge, contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any governmental agency the right to revoke, withdraw, suspend, cancel, terminate or modify, any governmental authorization that is held by MM or that otherwise relates to the MM App;

18. Confidential Information. Representative agrees to hold the Confidential Information in strict confidence and not to directly or indirectly disclose such Confidential Information to any third party except with the prior written authorization of MM and, then, solely for the benefit of MM in connection with MM's business and in a manner consistent with MM's business practices and policies. Representative also agrees not to use any of the Confidential Information for any purpose other than sales and marketing of the MM App. Representative's obligations set forth in this Section 18 shall not apply with respect to any portion of the Confidential Information that Representative can prove (through documentation or other objective evidence): (a) was in Representative's possession before execution of this Agreement, provided that the source of such information, to the knowledge of Representative after due inquiry, was not bound by an obligation of confidentiality with respect to such information; or (b) is or becomes generally available to the public through no fault of, or without violation of any duty of

confidentiality of Representative; or (c) is received by Representative from a third party without, to the knowledge of Representative after due inquiry, violation of a duty of confidentiality. In addition, Representative may disclose MM's Confidential Information in response to a valid order by a court or other governmental body, or as otherwise required by law, provided that (i) Representative has given notice to MM of such order or requirement, and (ii) MM has been afforded a reasonable opportunity to prevent or limit such disclosure. All Confidential Information furnished to Representative by MM is the sole and exclusive property of MM or, as applicable, its subsidiaries, affiliates, suppliers or customers. Representative agrees that, upon request by MM, Representative will promptly deliver to MM the original and any copies of such Confidential Information in its possession or under its control.

19. **No Conflict of Interest.** During the Term of this Agreement, Representative will not accept work, enter into a contract, or accept an obligation from any third party, that is inconsistent or incompatible with Representative's obligations, or the scope of the Services rendered for MM, under this Agreement. Representative warrants that there exists no other contract or duty on its part that is inconsistent with this Agreement. Representative agrees to indemnify MM from any and all loss or liability incurred by reason of the alleged breach by Representative of any agreement with any third party.

20. **Noninterference with Business.** Representative agrees that during the Term, and for a period of 24 months immediately thereafter, Representative shall not solicit or induce any of MM's suppliers, vendors or other third-party providers to terminate any contractual or other relationship with MM or materially reduce the volume of MM App they purchase from MM through MM of MM. Representative agrees that during the Term, and for a period of one year immediately thereafter, Representative shall not interfere with the business of MM by soliciting or inducing any of MM's employees or independent contractors to terminate or breach an employment, contractual or other relationship with MM.

21. Miscellaneous.

(a) Authorization. Each party represents to the other party that such party has the full power and authority to enter into and perform this Agreement in accordance with its terms. All necessary action has been taken to authorize the execution, delivery and performance of this Agreement by such party. The individuals executing this Agreement on behalf of such party are authorized to do so and, upon their execution hereof, this Agreement will be binding upon and enforceable against such party in accordance with its terms.

(b) Entire Agreement. This Agreement is the final, complete and exclusive statement and expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by, evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreements of any kind between the parties.

(c) Assignment; Binding Effect; Amendment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Representative may assign its right, title and interest in and to this Agreement to a wholly owned company at any time and without the consent of MM; in the event of such assignment, Representative shall provide MM with the name and address of assignee within ten (10) business days of assignment. Except as set forth above, neither MM nor Representative may assign this Agreement without the prior written consent of the other party. This Agreement, upon execution and delivery, constitutes a valid and binding agreement of the parties hereto enforceable in accordance with its terms and may be modified or amended only by a written instrument executed by each of the parties. Nothing in this Agreement shall prevent Representative from hiring employees or engaging independent contractors to assist in marketing and selling the MM App on Representative's behalf.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without any reference to the application of any conflicts of laws.

(e) Severability. If any provision of this Agreement conflicts with governing law, the remaining provisions shall remain valid.

(f) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(g) Notices. All notices between the parties shall be in writing and effective when sent by certified mail to the addresses stated in the opening paragraph of this Agreement.

(h) Survival. The rights and obligations contained in Section 4 (a) through(d) (Compensation") Section 6 ("Representations and Warranties"), Section 16 (Representations and Warranties of Representative) and Section 17 (Representations and Warranties of MM) Section 18 ("Confidential Information") and Section 20 ("Noninterference with Business") will survive any termination or expiration of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, MM and Representative have caused this Agreement to be executed and delivered effective as of the date first set forth above.

MM: Marketing Matters LLC

By: _____
Harold Helm, -Manager/CEO

REPRESENTATIVE: _____

BY _____

Name: _____