



Agreement to be an Authorized B2B Global Network Sales Representative

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 "electronic signature" to this Agreement, by way of submitting their acceptance thereof.

Whereas, the Company agrees to enroll the REP into the B2B Global Network sales and marketing opportunity, 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 without 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 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 Active Status Requirements: Active status, to continue to receive the full amount of residual commissions, bonuses and commissions from personal sales or overrides

To qualify for residual commissions in any month:

REP must be current with the monthly Technology & Admin fees (herein called Admin fees, stated in Section 2.3) paid to the Company. If monthly Admin fees are discontinued, REP account can be terminated on the final day of the month in which fees were not paid. Termination is irreversible and all accounts and commissions will be lost permanently.

2.1.2 Lifetime Commissions & CPO: If a REP is current with their Admin fees, commissions will continue to be paid. Commissions are based on the CPO (Commission Paid On amount assigned to each package offered. (e.g. \$250 monthly fee = CPO of \$200. This is due to \$50 of the monthly fee is the cost of goods for Facebook Ads, Admin fees and management).

2.1.3 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. Commissions are paid based on orders received and/or recurring monthly payments processed in any given week. 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.

2.1.4 Commissions on Personal Sales (based on CPO):

Commissions are paid weekly (see section 2.1.4)

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

2.1.5 Commission / Overrides on other Reps introduced by REP

When a REP introduces another Sales Rep 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 (25% on each sale over 10 in total career)

10% of initial monthly fee

5% of each recurring monthly fee paid by the client

2.1.6 Commission Payment 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.

2.1.7 Ongoing / Residual Commissions / Personal (Transferable) Asset : The REP will receive ongoing commissions as long as the REP is current with their monthly Admin fees and has achieved "Active Status" as per section 2.1.1 above. 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. At any time, if the REP is determined to be inactive as a result of their Admin fees not being paid, commission will be discontinued immediately.

2.2 REP Training: REP is required to log on to the online training program provided by the Company and is expected to study and complete the entire online training program within a reasonable amount of time (within one week of enrollment). Training will be provided to the REP at the Company's expense. To represent the Company and its products (and services) properly requires study and comprehension on the following topics and processes:

- Social media general knowledge
- Prospecting / appointment setting
- MaxExposure sales process & presentation skills
- Order entry and pricing
- Closing skills
- Handling questions and objections

Our goal, focus and intention is to provide quality training to our sales team. The result will be a consistent and professional message in the marketplace. To ensure that our Representatives are conveying the proper facts, information and offering to our clients, **we consider the Training to be imperative. If you are NOT willing to study and learn the information in the training program, PLEASE DO NOT ENROLL IN THIS PROGRAM!**

Online Training (and preparation to commence selling) takes approximately 6-8 hours to complete. Additional training, mentoring and coaching reviews may be required, at the Company's or REP's request, or as needed and will be provided by the Company at no cost to the REP.

2.3 Back Office Access / 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. There is a small monthly technology and Admin fee (herein called the Admin fee) for the use of the website and to process orders. No commissions are paid on these Admin fees. The Admin fee is required to be considered Active. The Admin fee can be cancelled at any time; cancellation will result in forfeit of any future commissions to be paid by the Company.

Sales Rep Enrollment : \$50 per month (includes: 2 replicated website, order page, commissions review, Company communications, Opportunity Site, Access to online training).

2.3.1 Sales Rep Status: A Sales Rep is entitled to sell MaxExposure! Social Media Management Services to business owners via direct sales and other marketing methods. Sales Reps can earn commissions on their personal sales and overrides on the sales of other sales reps they introduce to the sales opportunity.

3.0 The Product: 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.

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!

3.1 Company Admin Support: Once a **MaxExposure!** 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.

3.2 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.

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. 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 one week of 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 Conference Calls: The Company conducts a conference call each weekday morning @ 9:00am Eastern Time and each Wednesday at noon 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.

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.

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.

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 _____

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