

GMTSS

Local Coordinator Agreement

**MARKET ESPANA POWERED BY MARKET AMERICA SL.
LOCAL COORDINATOR AGREEMENT**

This Agreement entered into on this the ____ day of _____, 20____, between Market Espana Powered by Market America SL. hereinafter referred to as “Company”, and _____, an Independent UnFranchise Owner and Executive Coordinator of the Company, hereinafter referred to as “Local Coordinator” and residing at _____.

WITNESSETH:

WHEREAS, Company is a product brokerage and direct sales company identifying new or established product trends, obtaining exclusive or proprietary rights to market those products through Company’s proprietary Binomial Business Development Center System through a network of Independent UnFranchise Owners under contract with Company; and

WHEREAS, Local Coordinator is an Independent Contractor, UnFranchise Owner and Executive Coordinator of Company whose business with Company is governed by an Independent UnFranchise Owner Application and Agreement and an Executive Coordinator Agreement executed by Local Coordinator; and

WHEREAS, the business and Management Performance Compensation Plan in which Company is engaged requires specialized training of UnFranchise Owners to become Certified Executive Coordinators at the Executive Coordinator level as set forth and defined in the official marketing plan, policies and procedures, and literature of Company; and

WHEREAS, the prospective UnFranchise Owner is desirous of becoming a Company certified Local Coordinator and being licensed by Company to organize, schedule, fund, promote and manage Local Seminar events within the respective districts of their region in accordance with Company policy and the provisions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to and are legally bound as follows:

1. Local Coordinator acknowledges and certifies that he/she has executed a Market Espana Independent UnFranchise Owner Application and Agreement and that the Agreement is in full force and that Local Coordinator as a UnFranchise Owner is legally bound by the terms and conditions of the Independent UnFranchise Owner Application and Agreement, and the official marketing plan and policies and procedures as amended from time to time which form part of the said Independent UnFranchise Owner Application and Agreement.
2. Local Coordinator acknowledges and certifies that he/she has executed an Executive Coordinator Agreement and is legally bound by the terms and conditions of the Agreement and hereby assents and agrees to all of the provisions and covenants of the Executive Coordinator Agreement.
3. Local Coordinator is responsible for and will comply with the following qualifications, duties and requirements in order to maintain the position of Local Coordinator and to be granted licensing rights under this Agreement.

POSITION: LOCAL COORDINATOR

DURATION:

This Agreement is for a period of one (1) year at which time it will be reviewed for continuation based upon the recommendation(s) of the Regional Director and approval by the Vice President of Sales. Unless Local Coordinator is otherwise notified by the Vice President of Sales, this Agreement will automatically renew at the end of each term for an additional one-year period.

QUALIFICATION:

In order to hold the position of “Local Coordinator” the individual must be a Senior Master Coordinator or higher UnFranchise Level, Speakers Bureau Member and have personally sponsored two Qualified UnFranchise Owners during the previous Calendar year; Qualified for SABP (Shopping Annuity Bonus Program) minimum of one quarter per year. If a Senior Master Coordinator or higher that meets these criteria is not available, the Regional Director will address on a case by case basis.

Recommended by the Regional Director of the respective area, approval and appointment is based upon review by the Vice President of Sales.

EVENT:

Publicly Scheduled & Conducted Local Seminars

- 1 In order to maintain Local Seminar status and warrant the appointment of a Local Coordinator, it requires that there be at least one publicly scheduled UnFranchise® Business Presentation Meeting at least once per month in the GMTSS Online for the immediate geographic area and be able to sell 150 or more tickets to the respective Local Seminar event (any exception must be approved by the Vice President of Sales).
- 2 All Local Coordinators shall schedule and submit Local Seminar event dates to the GMTSS Online for calendar quarter 30 days prior to the beginning of the next quarter. Local Coordinators shall consult with their respective Regional Director prior to scheduling.
- 3 Local Seminars cannot be scheduled within one (1) month of any corporate sponsored Annual Convention or Leadership School. (Any exception must be approved by the Vice President of Sales.)
- 4 Only Category 2 Speakers Bureau Members are eligible to speak/train at a Local Seminar in accordance with the following honorarium guidelines:

<u>UnFranchise Level</u>	<u>Honorarium</u>
- Professional Coordinator	375€
- Supervising Coordinator	560€
- National Supervising Coordinator	750€
- Executive Supervising Coordinator	1125€
- Director	1500€
- Executive Director	1620€
- Field Vice President	1875€
- Executive Field Vice President	2250€
- Senior Executive Field Vice President	2620€
- Field President	3000€
-International Field President	3375€
-International Field Chairman	3750€

- 5 There is no cap/limit to the number of tickets that may be sold for a Local Seminar, provided an appropriate facility can be secured.
- 6 Local Seminar agendas shall consist of at least 5.5 hours of training time and 30 minutes of recognition.
- 7 A Local Seminar should have one featured speaker. Any additional speaker needs to be approved by the Regional Director.

FREQUENCY: Local Coordinators must schedule at least two (2) and no more than seven (7) Local Seminars in a Calendar year.

TICKET PRICE: €22 (maximum). Only Local Seminars that are published on the GMTSS online system may charge the fee.

TICKET REQUIREMENTS: Each Local Coordinator must meet the following ticket requirements:

(a) The local area sells a minimum of 150 Local Seminar tickets.

(b) Local Coordinators must purchase five (5) tickets from the Company for the Annual Convention and submit the ticket numbers to the GMTSS Department within sixty (60) days following each Leadership School, and five (5) tickets from the Company for the Leadership School and submit tickets to the GMTSS Department within sixty (60) days following each Annual Convention.

RESPONSIBILITIES;

Lead the local Leadership Team/Council and Local Association.

Organize, schedule, Fund through Local Account, promote and manage Local Seminars.

Appoint UnFranchise Business Presentation Coordinators in appropriate areas of growth within their respective locals; ensure that UnFranchise Business Presentation Coordinators are conducting meetings within the guidelines and in accordance with Company's most current/updated policies, procedures, and approved content.

Coordinate with UBP Coordinators in scheduling and promotion of UnFranchise Business Presentation Meetings within his or her local area.

Approve all scheduled GMTSS meetings and trainings in their local areas to avoid schedule conflicts.

Submit Local Seminar schedules on the GMTSS Online System for approval by the Regional Director, and/or the Vice President of Sales.

Attend and promote Market España Powered by Market America SL. Leadership School and Market España Powered by Market America SL. Annual Convention each year.

Treat all lines of sponsorship equally and impartially.

Sign a Local Coordinator Agreement and comply with content.

Ensure that Local Seminar events are conducted in accordance with meeting room setup, mechanics, and format as set forth in the GMTSS.

Ensure that all Basic 5 Trainings and New UnFranchise Owner Trainings within his or her area are conducted in accordance with approved content, policy, procedure, rules and regulations.

Make no recordings (audio/video) of any event without the express written approval of the Vice President of Sales.

Randomly monitor meetings and trainings in your area for compliance with policies and procedures as defined by Company. Actively monitor local area for conflicts and dispute resolution (Non-resolvable conflicts or problems should be reported to the Regional Director. Final resolution should be requested from the Vice President of Sales.)

Assist, promote and sell tickets to all area meetings, trainings, seminars, conferences, convention and corporate sponsored events (including local training conducted by trainers from outside areas).

FINANCIAL:

- 1 Local Coordinators shall submit (email) an Event Financial Report (EFR) within 20 days after the event to the respective Regional Director and GMTSS Department. The Local Seminar EFR is uploaded on www.unfranchisetraining.com.
- 2 Local Coordinators shall establish a separate checking account requiring two (2) signatures to deposit funds from ticket sales and pay expenses associated with Local Seminars.
- 3 After all front-end expenses associated with the Local Seminar have been paid, the remaining funds shall be distributed as follows: Send copies of EFR when mailing the back end checks to the Featured Speakers and the Regional Directors.
 - 20% to the Local Coordinator
 - 30% to the Local Association
 - 30% to the Featured Speaker
 - 20% to the Regional Director for deposit into the General GMTSS Fund
- 4 The following shall be considered legitimate front-end expenses for Local Seminars: Receipts must be provided upon request.
 - (a) Speaker Honorarium (in accordance with guidelines and sent two (2) weeks prior to event date)
 - (b) Speaker Travel such as Airfare/Mileage (Spouse can be included if speaking 25% or more at the Local)
 - (c) Speaker Hotel Accommodations (Night prior to and Night of the Local Seminar)
 - (d) Speaker Meals (includes Local Coordinator and "Shadows" meals; Shadow and spouses as applicable. Max of 6 people: Speaker & spouse; Local & spouse; Shadow & spouse)
 - (e) Speaker Gift Basket/Snacks (\leq €40)
 - (f) Speaker Gift (\leq €75; tasteful)
 - (g) Speaker Money for Travel for meals, parking, taxis to and from departing airport (\leq €140 with honorarium)
 - (h) Seminar Room (Must disclose if room rate was negotiated in exchange for meals, room rentals, etc.)
 - (i) Seminar Room Set-Up (minimal)
 - (j) Audio/Visual rental (cannot charge rent for the trainer's personal equipment)
 - (k) Wrist Bands/Name tags
 - (l) Insurance
 - (m) Audio/Visual Engineer (\leq €175, if not included in rental)
 - (n) Tickets, Promo Flyers
 - (o) Speaker's needs (Company approved handouts only)
 - (p) Merchant Account fees
- 5 The following shall be considered legitimate back-end expenses for Local Seminars and must be paid for out of the Local Associations 30% distribution as applicable: Legitimate back end expenses can only be spent if the event is profitable and cannot exceed the profit allocated to the association.
 - Give Aways/On Time-Drawings (\leq €75)

- Awards (\leq €75)
- Receptions for Challenge Winners (\leq €145)
- Leadership Council Dinner after Seminar (\leq €280)

6 The following shall be considered legitimate ongoing expenses of Local Association funds:

- Bank/Accounting Expenses
- Monthly merchant account fees
- For purchase of any equipment over €75, the Local Coordinator needs to submit an Equipment Pre-Purchase Agreement Form to the respective Regional Director for approval.

7 Any equipment purchase with funds in the Local Seminar Account of UBP Account becomes property of the GMTSS Meeting System. If the position of Local Coordinator or UBP Coordinator changes, for any reason, all equipment will be turned over to the new Coordinator within two weeks.

8 Copies of Local Association bank statements and bank tracking sheets (including documentation describing each transaction) shall be submitted (email) to the respective Regional Director and GMTSS Department every month. Statements must be submitted by the 20th of the following month (e.g., June statements are due by July 20th).

9 Local Coordinators may maintain a maximum balance of €2100 (€750 additional if UnFranchise Business Presentation Coordinators are using same account per Coordinator) in their Local Association's account. All funds in excess of the €2100 (€750 per UBP Coordinator additional) shall be transferred to Regional Director monthly by check for deposit to the Regional General GMTSS Account.

10 Be responsible for guaranteeing and covering all deficits resulting from Local Seminar events.

11 Unpaid financial obligations that are not settled in a timely manner and are brought to the attention of company may be deducted from Local Coordinator's commissions and leadership bonuses for payment to satisfy payment.

12 Local Coordinators are required to transfer any amount over €375 to the respective Regional Director (aside from ticket money for January event) by Dec 15th each year.

In all cases where Regional Director is mentioned, replace with Country Director when no Regional Director is in place.

LOCAL COORDINATOR COVENANTS:

1 The UnFranchise Owner under this Agreement serves in the capacity of a Local Coordinator. UnFranchise Owner is an Independent Contractor of Company with the specific licensing rights to conduct Local Seminars of a specific scope and nature by Company. Local Coordinator is not an agent, employee or legal representative of Company and Local Coordinator agree not to represent himself/herself as such. Local Coordinator is solely responsible and liable for their representations and the quality and accuracy of their presentations. Company is not responsible or liable for any misrepresentations made by Local Coordinator, and Local Coordinator shall indemnify and hold Company harmless for same. Local Coordinator is responsible to report all income he or she derives from Local Seminars collected from Company UnFranchise Owners to the appropriate state, local and federal tax authorities as part of personal income tax reporting and is responsible for payment of all taxes on their income derived from meetings, trainings, seminars and local events.

- 2 Company reserves the right to terminate this Agreement, Local Coordinator status and licensing rights to conduct and charge for conventions at any time for cause at its sole discretion or for any material breach of this Agreement, the Independent UnFranchise Owner Application and Agreement, or for what Company deems at its sole discretion is inadequate performance or unsatisfactory training.
- 3 All Local Coordinators are accountable to Regional Directors, and/or the Vice President of Sales.
- 4 Company reserves the right to change, modify or amend the requirements, qualifications and rights of Local Coordinator relative to conducting and charging for Local Seminars at its sole discretion by notifying Local Coordinator in writing within seven (7) days of the change.
- 5 Local Coordinator acknowledges that as a Local Coordinator he/she may have access to confidential or proprietary information of Company. Local Coordinator agrees and acknowledges that Company marketing plan, client list, UnFranchise Owner list, records, computer programs, computer information, information on the marketing plan, sales figures, pricing formula, internal memoranda, marketing strategies, product courses, product suppliers, product pricing, and legal information and documents and proprietary information and trade secrets of Company and Speaker agrees that said information are trade secrets, Speaker agrees to keep all of the above Company trade secrets and proprietary information confidential and not to disclose them to any third party who could bring harm to Company or to anyone entering into competition with Company. It is further agreed that said materials and information are made available to Local Coordinator in trust, creating a fiduciary responsibility under law prohibiting Local Coordinator, his/her agents or representatives from using the confidential or proprietary information, property, or trade secrets in any way for his/her own personal gain during the term of this contract, or after termination of said contract. Breach of the covenant would entitle Company to a restraining order in a court of competent jurisdiction.
- 6 Local Coordinator shall not enter into competition by dealing directly with Company's suppliers or involving Company's participants or UnFranchise Owners in any other venture of a period of one (1) year from the termination of their UnFranchise Owner Agreement or other contracts with Company, without Company's prior consent. Competition shall be defined as handling, selling or marketing products made or supplied by Company's suppliers. Competition shall mean involving Company UnFranchise Owners directly, or indirectly through another party, in any similar marketing program using a binary marketing structure with similar features to Company's program, or causing a similar program or company to be formed, or being affiliated with a company or program with a similar marketing plan or similar products as a consultant, shareholder, officer, employee, UnFranchise Owner or independent contractor. Local Coordinator expressly agrees that Company's marketing plan is proprietary to Company and a trade secret. Local Coordinator agrees that appointment as a Local Coordinator and the licensing rights to charge for services are sufficient and substantial additional consideration for this covenant in addition to the existing consideration of Company opportunity under the UnFranchise Owner Agreement.
- 7 Local Coordinator hereby agrees that for a period of two (2) years from the date of termination of his/her Agreement with Company or two (2) years from the date of conclusion of the last transaction between the parties, whichever date is later, neither Local Coordinator nor Local Coordinator's employees, consultants, corporations, divisions, subsidiaries or partnerships (or other groups over which the UnFranchise Owner has authority or control) will enter into any transaction of a money nature with any Company UnFranchise Owner outside of his/her line of sponsorship, or any supplier vendor or consultant of Company, who has been introduced to Local Coordinator by Company unless authorized under pre-existing contracts, or with written consent of Company, or in accordance with a written Agreement executed between Local Coordinator and Company concerning remuneration to be paid to Company. Any corporation, organization, firm, company or individual which Local Coordinator is associated with as a party, member, principal, agent or employee, or which would otherwise benefit financially from trade secrets, business concepts or association by introduction which has or may be made by Company, shall be bound by the terms of this Agreement.

- 8 Speaker agrees and warrants that she/he will not in any way, directly or indirectly, during the term of this Agreement or thereafter, make any statement(s) (orally or in writing, whether fiction or nonfiction) or take any action(s) which in any way disparage, or defame the Company, or its related companies and/or their respective officers, directors, partners, principals, employees or advisors, or in any way, directly or indirectly, cause or encourage any other person to make such statements or take such actions, including, without limitation, any current or former UnFranchise Owners, Sales Representatives, employees or contractors of the Company and/or its related companies
- 9 If Company files for protection under any bankruptcy law, becomes insolvent, or ceases to exist, covenants 8, 9 and 10 of the Agreement become null and void, in which event the Local Coordinator is released from all other terms of the Agreement.
- 10 This Agreement shall be governed by and construed under the Spanish laws, and any claim or conflict arising out of this Agreement shall be adjudicated in Madrid courts.

IN WITNESS WHEREOF, this Agreement has been executed by the parties signing below on the date first above mentioned.

MARKET ESPANA POWERED BY MARKET AMERICA SL.

Name: Jim Winkler

Title: Vice President of Sales

Signature: _____

Date: _____

LOCAL COORDINATOR APPLICANT

Name: _____

UnFranchise Owner ID: _____

Signature: _____

Date: _____

Address: _____

UnFranchise Level: _____

Email Address: _____

WITNESSED BY:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

RECOMMENDING SIGNATURE:

Market Spain Country Manager

Printed Name

Date