

NMTSS

UnFranchise Business Presentation Coordinator Agreement

MARKET_SINGAPORE, PTE LTD.

UNFRANCHISE BUSINESS PRESENTATION COORDINATOR AGREEMENT

This Agreement entered into on this the ____ day of _____, 20____, between Market_Singapore, Pte Ltd. hereinafter referred to as “Company”, and _____, an Independent UnFranchise™ Owner and Executive Coordinator of Company, hereinafter referred to as “UnFranchise Business Presentation Coordinator” and residing at _____.

WITNESSETH:

WHEREAS, Company is a product brokerage and internet marketing 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, UnFranchise Business Presentation Coordinator is an Independent Contractor, UnFranchise™ Owner and Certified Executive Coordinator of Company whose business with Company is governed by an Independent UnFranchise™ Owner Application and Agreement and possibly other agreements executed by UnFranchise Business Presentation Coordinator; and

WHEREAS, the business and Management Performance Compensation Plan in which Company is engaged requires specialized training of UnFranchise™ Owner 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 UnFranchise™ Owner is desirous of becoming a Company approved UnFranchise Business Presentation Coordinator and being licensed by Company to organize, schedule, fund, promote and manage UnFranchise Business Presentation meetings within the respective Locals 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. UnFranchise Business Presentation Coordinator acknowledges and certifies that he/she has executed a Market Singapore Independent UnFranchise™ Owner Application and Agreement and that the Agreement is in full force and that UnFranchise Business Presentation 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. UnFranchise Business Presentation 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. UnFranchise Business Presentation Coordinator is responsible for and will comply with the following qualifications, duties and requirements in order to maintain the position of UnFranchise Business Presentation Coordinator and to be granted licensing rights under this Agreement:

Position: UNFRANCHISE BUSINESS PRESENTATION COORDINATOR

Duration:

This Agreement is for a period of one (1) year and may be terminated earlier for cause, subject to the approval of the Vice President of Sales based upon the recommendation(s) of Local Coordinator and Market Singapore Country Manager. Unless UnFranchise Business Presentation 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 “UnFranchise Business Presentation Coordinator” the individual MUST be Certified Executive Coordinator or higher UnFranchise Level AND have personally sponsored one (1) Qualified UnFranchise™ Owner during the previous Calendar year; If Certified Executive Coordinator or higher UnFranchise Level that meets these criteria is not available, then the Market Singapore Country Manager will address on a case by case basis.

Appointed by Local Coordinator and approved by the Market Singapore Country Manager and/or the Vice President of Sales.

Event:

A. Publicly Scheduled & Conducted UnFranchise Business Presentations

- 1 In order to maintain UnFranchise Business Presentation status and warrant the appointment of an UnFranchise Business Presentation Coordinator there must be ≥ 50 (UnFranchise™ Owners & Guests) on average in attendance at these meetings at least once per month. This can be reviewed on a case by case basis.
- 2 Only Speakers Bureau Members may present the “MPCP” section of the UnFranchise Business Presentation. The “Introduction/Product” section may be presented by a Certified Executive Coordinator or higher UnFranchise Level. If there is NOT a Speaker Bureau Member available, the Market Singapore Country Manager must approve the speaker.
- 3 The UnFranchise Business Presentation Coordinator shall use the most current company approved UBP presentation as provided at unfranchisetraining.com(deleting and/or rearranging is PROHIBITED) Product Displays will be OPTIONAL and may only be used IF they are up-to-date (correct LABELS) and professionally represent our maBranded Product Lines.
- 4 It is recommended that two presenters be used to present the UnFranchise Business Presentation. If two speakers are used, one speaker should be used to present the Introduction/Product segment and the second speaker should present the Marketing Plan/Close.
- 5 All standing UnFranchise Business Presentation meetings shall be scheduled and submitted to the NMTSS Online for a calendar quarter, 30 days prior to the respective calendar quarter.

B. UnFranchise Business Presentation Content

- 1 UnFranchise Business Presentation Meeting Overview: A professional UnFranchise Business Presentation meeting should be divided into two (2) segments:
 - a. Introduction and Product Presentation– 20 minutes (end of partner store section) This should be a brief overview of our company and products.
 - b. Management Performance Compensation Plan and Close – 45 minutes (starts with trends and timing)

- 2 UnFranchise Business Presentation Meeting Outline
 - a. UnFranchise Business Coordinator welcomes UnFranchise™ Owners and Guests to the presentation.
 - b. UBP Coordinator gives a professional introduction of Speaker #1 who will introduce the company and the mabranded products and SHOP.COM
 - c. Speaker #1 gives a professional introduction of Speaker #2 (Speaker #2 will do the MPCP Presentation).
 - d. Close with a slide provided by the UBP Coordinator promoting the next scheduled UBP and/or Local Seminars.

- 3 Attire: All presenters at an UnFranchise Business Presentation should wear business attire (Suit and tie for males, suit or professional dress for females). UnFranchise™ Owners and guests are business casual (no shorts or jeans).

Frequency: Minimum once per month, or more as the growth of the assigned area demands.

Ticket Price:

- 1 The UnFranchise Business Presentation Coordinators shall charge \$\$7.00 per person for UnFranchise™ Owners and free for guests. Only UBP meetings that are published on the NMTSS online system may charge the fee.
- 2 No exceptions to the above mentioned price without approval from the Vice President of Sales
- 3 UnFranchise Business Presentations conducted in a home or non-meeting room are free of charge to all attending.

Ticket Purchase Requirements:

Event/Quantities

Local Seminars: Sell Through ≥ 10 tickets

Note: UnFranchise Business Presentation Coordinators must purchase minimum of two (2) tickets for each of the Company corporate sponsored events: two (2) tickets purchased from Company for the Asia Pacific Regional Convention, and two (2) tickets for the Annual Convention.

Duties:

Participate as a member of the Local Leadership Team, Local Association and/or Leadership Council.

Organize, schedule, promote and manage publicly scheduled UnFranchise Business Presentations within their respective local area.

Submit UnFranchise Business Presentations schedule to the Local Coordinator by the meeting submission date.

Attend and promote Market Singapore Pte Ltd Annual Convention and Asia Pacific Regional Convention per year.

Treat all lines of sponsorship equally and impartially. A UBP coordinator must operate with the highest code of ethics.

Assist Local Coordinators in scheduling, managing and logistics of running UnFranchise Business Presentations and Local Seminar events.

Make no recording (audio/video of UnFranchise Business Presentations without the express written approval of the company.

Ensure that all UnFranchise Business Presentations meetings within your respective area are conducted in accordance with approved content, policy, procedure, rules and regulations.

Actively monitor area UnFranchise Business Presentations for conflicts and dispute resolution. (Non-resolvable conflicts or problems should be reported to the Local Coordinator or Market Singapore Country Manager. Final resolution should be directed towards the Vice President of Sales by the Local Coordinator/Country Manager of Market Singapore.)

FINANCIAL:

- 1 Honorariums to the Presenter of the “MPCP” section of the UnFranchise Business Presentation shall NOT be paid; however, he/she should be compensated from funds remaining after normal expenses from the meeting have been paid. Remaining funds (if applicable) shall be distributed as follows:
 - 25% to the UnFranchise Business Presentation Coordinator
 - 25% to the Meeting Fund
 - 50% to the Presenter of the MPCP
- 2 UnFranchise Business Presentation Coordinators shall submit (email) an Event Financial Report to the Local Coordinator, Market Singapore Country Manager, and Company NMTSS Executive within five (5) days of the meeting.
- 3 UnFranchise Business Presentation Coordinator MUST establish a checking account to deposit funds from ticket sales and pay for expenses associated with holding these meetings.

- 4 Copies of checking account statements and Bank Tracking Statements (including documentation of each transaction) shall be submitted (email) to the respective Local Coordinator, Market Singapore Country Manager and Company NMTSS Executive every month. Statements MUST be submitted by the 20th of the following month (e.g., June statements are due by July 20).
- 5 UnFranchise Business Presentation Coordinators may only maintain a MAXIMUM balance of S\$1,250 in their respective account. ALL funds over the S\$1,250 shall be transferred monthly by check to the General NMTSS Account.
- 6 The following shall be considered legitimate front end expenses for UnFranchise Business Presentation Meetings:
 - Speaker's Parking (as applicable)
 - Meeting Room
 - Ticket Printing
 - Name Badges
 - Promotional Flyers
 - Audio/Visual Rental
- 7 Long-term expenses shall consist of materials and equipment that eliminate rental expenses or enhance the meetings. These expenses shall be paid for from the accumulated meeting funds or Local Association Funds.
- 8 Besides the monthly max balance, there is also a year- end close-out balance transfer to the General NMTSS Fund. At the end of the year, UBPCoordinators are expected to bring the UBPCoordinator account down to \$375.

UBP COORDINATOR COVENANTS:

UnFranchise Business Presentation Coordinators are accountable to the Local Coordinator of their respective area, Market Singapore Country Manager and to the Vice President of Sales.

1. The UnFranchise™ Owner, under this Agreement serves in the capacity of an UnFranchise Business Presentation Coordinator. UnFranchise™ Owner is an independent contractor of Company with the specific licensing rights to conduct UnFranchise Business Presentations of a specific scope and nature by Company. UnFranchise Business Presentation Coordinator is not an agent, employee or legal representative of Company and UnFranchise Business Presentation Coordinator agrees not to represent himself/herself as such. UnFranchise Business Presentation 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 UnFranchise Business Presentation Coordinator, and UnFranchise Business Presentation Coordinator will indemnify and hold harmless Company for same. UnFranchise Business Presentation Coordinator is responsible to report all income derived from UnFranchise Business Presentations collected from Company UnFranchise™ Owners to the appropriate state, local and federal tax authorities and is responsible for payment of all taxes on income derived from UnFranchise Business Presentation meetings, training and local events.
2. Company reserves the right to terminate this Agreement immediately, the UnFranchise Business Presentation Coordinator status and licensing rights to conduct and charge for UnFranchise Business Presentation meetings at any time 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 trainings. The

UnFranchise Business Presentation Coordinator may terminate this Agreement by providing a thirty- (30) days notice in writing to Company.

3. All UnFranchise Business Presentation Coordinators are accountable to the Local Coordinator, and/or Market Singapore Country Manager, and/or the Vice President of Sales.
4. Company reserves the right to change, modify or amend the requirements, qualifications and rights for UnFranchise Business Presentation Coordinator relative to conducting and charging for UnFranchise Business Presentations at its sole discretion and by notifying Local Coordinators of these actions in writing within seven (7) days of the change.
5. UnFranchise Business Presentation Coordinator acknowledges that as an UnFranchise Business Presentation Coordinator he/she may have access to confidential or proprietary information of Company. UnFranchise Business Presentation 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 sources, product suppliers, product pricing, and legal information and documents are proprietary information and trade secret of Company, and UnFranchise Business Presentation Coordinator agrees that said information are trade secrets under the laws of the Republic of Singapore. UnFranchise Business Presentation Coordinator 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 UnFranchise Business Presentation Coordinator, his/her agents, and representatives to protect Company's interest in handling said information and materials. UnFranchise Business Presentation Coordinator, his/her agents or representatives will not use the confidential or proprietary information, property, or trade secrets in any way for their 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 in addition to such damages as may be established.
6. UnFranchise Business Presentation 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 for a period of one (1) year from the termination of their UnFranchise™ Owner Agreement and 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 similar company or program as a consultant, shareholder, officer, employee, UnFranchise™ Owner or independent contractor. UnFranchise Business Presentation Coordinator expressly agrees that Company's marketing plan is proprietary to Company and a trade secret under the laws of the Republic of Singapore. UnFranchise Business Presentation Coordinator agrees that appointment as an UnFranchise Business Presentations Coordinator and the licensing rights to charge for UnFranchise Business Presentations are sufficient and substantial additional consideration for this covenant in addition to the existing consideration of the company opportunity under the UnFranchise Business Presentation Coordinator's UnFranchise™ Owner Agreement.

7. UnFranchise Business Presentation 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 UnFranchise Business Presentation Coordinator nor UnFranchise Business Presentation Coordinator's employees, agents, 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 UnFranchise Business Presentation Coordinator by Company unless authorized under pre-existing contracts, or with written consent of Company, or a written Agreement executed between UnFranchise Business Presentation Coordinator and Company concerning remuneration to Company. Any corporation, organization, firm, company or individual with which UnFranchise Business Presentation Coordinator is associated, and any member, principal, agent or employee, who would otherwise benefit financially from trade secrets, business concepts or association by introduction which have or may be made by Company, shall be bound by the terms of this Agreement.
8. This Agreement shall be governed by and construed under the laws of the Republic of Singapore, and any claim or conflict arising out of this Agreement shall be adjudicated in Singapore courts.

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

MARKET_SINGAPORE, PTE LTD.

Name: Jim Winkler

Title: Vice President of Sales

Signature: _____

Date: _____

UBP COORDINATOR APPLICANT

Name: _____

UnFranchise™ Owner ID: _____

Signature: _____

Date: _____

Address: _____

UnFranchise Level: _____ Email _____ Address: _____

Witnessed By:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Recommending Signatures

Local Coordinator Printed Name Date

Market Singapore Country Manager Printed Name Date