



## Sales Agency Agreement

This Sales Agency Agreement is made this day \_\_\_\_\_ between JV/M, Inc., (“Sponsor,”) a New Jersey corporation doing business at 1221 North Church Street, Suite 202, Moorestown, NJ 08057, and the undersigned (“Agent”). In consideration of the mutual terms, conditions and covenants hereinafter set forth, Sponsor and Agent agree as follows:

1. Sponsor appoints Agent as a non-exclusive sales representative to promote and sell support subscriptions, paid advertisements, support and other such services for the Lead Generator, an online service found at [www.leadgenerator.com](http://www.leadgenerator.com).
2. Agent accepts said appointment and agrees to promote, market and sell such subscriptions and services of the Lead Generator to the best of Agent’s ability at the prices set forth by the Sponsor, in return for compensation as described on the Compensation and Pricing plans in effect at the time.
3. The parties agree that the list of products, capabilities and/or prices may be amended from time to time. Sponsor may unilaterally remove/add products, services or capabilities from/to the list, or change prices, without notice. Sponsor makes no warrantee regarding the availability of the Lead Generator, or of the quality or reliability of the data thereon.
4. Sponsor agrees to provide Agent with one or more Promotion Codes in order to attribute sales made by Agent to Agent. Sponsor agrees to post subscription, usage and revenue information attributed to Agent’s Promotion Code to a Web page accessible by Agent so that Agent can monitor the results of Agent’s promotional activities. Agent agrees to use his or her Promotion Codes when marketing the Lead Generator, and acknowledges that commissions shall be attributable and payable to Agent if, and only if, a User’s registration includes one of Agent’s valid Promotion Codes.
5. Agent shall obtain, at his or her own expense, all necessary licenses, memberships and permits to enable Agent to conduct business as contemplated herein. Agent represents and warrants that Agent shall conduct business in strict conformity with all local, state and federal laws, rules and regulations, and shall hold Sponsor harmless for violations of said rules and regulations. In particular, Agent warrants that Agent is a legal business entity, and is responsible for and pays into Agent’s State Unemployment Fund.
6. Sponsor agrees that Agent may employ representatives in furtherance of this Agreement and Agent agrees that Agent shall be solely responsible for the payment of wages or commissions to those representatives, and that under no circumstances shall Agent or Agent’s representatives be deemed employees of Sponsor for any purpose whatsoever. Such representatives shall not be qualified for additional compensation by Sponsor either as Agents or as Sub-Agents under this Agreement.
7. Agent is an independent contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute the Agent as a partner or employee of the Sponsor, nor shall either party have any authority to bind the other in any respect, it being understood and agreed that all orders submitted by Agent are subject to acceptance by Sponsor in its sole discretion.
8. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties. This Agreement shall not be assigned by Agent without the prior written consent of Sponsor. This Agreement shall be valid for a period of one year unless sooner terminated by either party upon seven (7) days’ written notice, with or without cause. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. Disputes under this agreement shall be mediated through the offices of the American Arbitration Association, with all costs to be born by Agent. In no case may Sponsor’s liability in any dispute an amount greater than the commissions attributable and due to Agent.

Intending to be legally bound, the parties hereto have caused this Agreement to be executed as of the date below.

AGREED:  
For Sponsor:

Jeffrey L. Josephson, President

Signature

Date

For Agent:

Print Name

Signature

Date

Employer Identification Number or SSN

**Schedule A**  
**Compensation Plan**  
**August 1, 2018**

This Schedule is a referenced attachment to the Lead Generator Sales Agency Agreement. The following is the compensation plan for the Lead Generator Independent Sales Agent:

1. JV/M will pay a commission of 35% to Agent for net paid and collected subscription, support and advertising revenues from Users of the Lead Generator who register for the Lead Generator using Agent's Promotion Code for a period of two years, starting from the date of the user's initial registration, subject to the following conditions:
  - a. The Agent remains an active user of the Lead Generator. Agent's company data must therefore be complete, accurate and up-to-date in the system as of the monthly anniversary date of this agreement.
  - b. Users credited to Agent must complete the Registration Process – including providing a valid credit card number, post their Company Description, Products & Services, Needs, and Organization Chart, keep their information complete, accurate and up-to-date, and have usage activity in each month.
  - c. Note that charge-backs, if any, shall be deducted from commissions due.
2. If Agent recruits other Agents (i.e. Sub-Agents) to sell the Lead Generator (and such Sub-Agents become authorized to sell subscriptions to the Lead Generator) JV/M will pay to Agent a commission of 10% on paid and collected subscription revenues associated with Sub-Agent's Users, subject to the same conditions above.
3. If Agent's Sub-Agents recruit Sub-Agents to sell the Lead Generator (and such the Sub-Agent's Sub-Agents become authorized to sell the Lead Generator) JV/M will pay to Agent a commission of 5% on paid and collected subscription revenues associated with Sub-Sub-Agent's Users, subject to the same conditions above.

This compensation plan is subject to change on 30 days' written notice.