

Brand Manager Agreement, Terms, and Conditions

BY SIGNING THIS AGREEMENT, YOU AGREE TO BECOME A SALES REPRESENTATIVE OF PRESSONDEMAND, LLC. (HEREINAFTER REFERRED TO AS A "BRAND MANAGER") AND YOU ACKNOWLEDGE AND CONFIRM THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, (2) YOU ARE 18 YEARS OF AGE OR OLDER, (3) YOU RESIDE IN THE UNITED STATES, AND (4) YOU ARE AUTHORIZED TO WORK IN THE UNITED STATES.

1. SERVICES. I understand that PressOnDemand, LLC (hereinafter referred to as a "the Company") desires to engage my services as a brand Manager to identify and engage potential service providers and customers of the Company and promote their products and services (the "Product"). I permit the Company to use my name and likeness as part of the Product and to advertise and promote them. I will endorse the Product and actively promote and market it through various forms of media (including television, offline and online publications and through my own social media channels) to the extent reasonably agreed between the parties; and such additional contribution as may be reasonably required for the success of the Product. My primary goal will be to find and secure service providers to utilize the PressOnDemand technology platform to book, market, receive payment, and record their appointments and transactions.

2. COMPENSATION. I understand and agree that the compensation for my performance will be based on the number of service appointments performed by my team of registered affiliate service providers. For example: if I get 300 service providers into the PressOnDemand network and they each average 3 appointments per day, 5 days per week, I will earn \$4,500 each week (300x3x5x\$1). These funds will be calculated and deposited automatically into my bank account via ACH on a weekly basis (delayed one week for processing time). A detailed summary report of each service provider's totals and all financial details will be provided by email each week for overall management purposes.

3. RESPONSIBILITIES. I understand and agree that the manner and means used to provide the Services are at my discretion and I will provide the Services with all due care, skill and ability using all reasonable endeavors to promote the Product in the interests of both parties; and unless prevented by ill health or accident, to devote such time and attention as is required to effectively carry out the Services. I will at all times conduct myself with the highest degree of professionalism, behave in a legal, ethical and business-like manner and maintain the highest standards of integrity, honesty and responsibility in my dealings with the Company, its staff, customers and other sales representatives. I will present the Company products and services in a truthful and sincere manner and will not engage in any activity or action that may damage its reputation or the reputation of its products or services. I will not use the Company trademark or trade names in any advertising, on the Internet or in literature other than material published by them, without first obtaining the express written permission.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. I understand that the Company is not my employer. My relationship will be that of an independent contractor, and nothing in this Agreement should be construed to create an employer-employee relationship or any other relationship other than that of an independent contractor. I understand I will not be entitled to any of the benefits that the Company makes available to its employees, and that I will be solely responsible for all tax returns and payments required with respect to my performance of services and receipt of coins under this Agreement. I will have no authority to incur any debt, obligation or liability on behalf of the Company. I will, with the Company, undertake to indemnify the other against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach by either party of any of the terms of this agreement. In the event of any legal proceedings being commenced by any third party against either the Company or myself or both in respect of any material under the Agreement, then written notice shall immediately be given to the other on such occasion. Both parties shall assist each other as may reasonably be required to settle or defend such action. Each party shall bear its own legal costs.

5. CONFIDENTIAL INFORMATION. To the extent that I am provided access to confidential information of the Company, I agree that I will not use or disclose it in any manner other than as necessary to perform my Services under this Agreement, which includes, but is not limited to, my agreement that I will not share such information with competitors of the Company. I understand that any information provided to me shall be considered confidential information for purposes of this Agreement, unless stated otherwise in writing, or I otherwise know such information to be publicly available. I also understand that, upon request, I shall return all information provided to me by the Company.

6. OWNERSHIP OF WORK PRODUCT. I hereby irrevocably assign to the Company all right, title and interest worldwide in any work product that I create, or to which I contribute, pursuant to this Agreement, including all Proprietary Rights contained therein. The term "Proprietary Rights" shall mean all trade secrets, patents, copyrights, trademarks, mask works and other intellectual property rights throughout the world.

7. TERMINATION. I understand that I may terminate this Agreement (a) for convenience upon thirty (30) days' prior written notice to the Company; or (b) immediately upon written notice to the Company if the Company is in material breach of this Agreement. The Company may terminate this Agreement (a) for convenience upon thirty (30) days' prior written notice to me; or (b) immediately upon written notice to me if I am in material breach of this Agreement.

8. GENERAL PROVISIONS. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. To ensure the rapid and economical resolution of any disputes that may arise between the parties, the parties agree that any causes of action, in law or equity, including but not limited to any claims arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in the State of California, conducted by a single arbitrator. By agreeing to this arbitration procedure, I agree to waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. All claims, disputes, or causes of action under this Agreement, whether by me or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. This Agreement is made under the provisions of the Federal Arbitration Act (9

U.S.C., Sections 1-14) ("FAA") and will be construed and governed accordingly. It is my and the Company's intention that both the procedural and the substantive provisions of the FAA shall apply.

9. ENGAGEMENT OF SERVICES. I understand and agree that my Services are non-exclusive, and the Company reserves the right, in its sole discretion, to engage, employ, or contract with other brand Managers or other third parties regarding services that may be the same or similar to the Services. I understand that I have the right to engage in other professional activities, including the right to sell and/or represent any other company's products, provided that those products are not in direct competition with the business of the Company. I understand that the fact that I have entered this Agreement with the Company does not obligate me to make myself available to perform the Services for any specific days or times and that I am free to choose the days and times I will be available to provide the Service.

10. SEVERABILITY. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11. ENTIRE AGREEMENT. This Agreement is the final, complete and exclusive agreement between the Company and me with respect to the subject matter hereof and supersedes and merges all prior discussions between us with respect to such subject matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and an authorized representative of the Company.

Please indicate your agreement to the foregoing terms by signing below.

_____ (please print name)

_____ (Signature) Date: _____/_____/_____

_____ (full address)

PressOnDemand, LLC Representative –

_____ (please print name)

_____ (Signature) Date: _____/_____/_____

_____ (full address)
