

AREA REPRESENTATIVE AGREEMENT

This Agreement, dated and effective _____, 2019 is made and entered into by and between Ponta, Inc. (a California corporation ("Ponta") and _____ Area Representative ("AR").

1.1. **SERVICES.** Ponta offers products and services via the following web sites:



Whereas AR desires and agrees to market and sell Ponta's products and services.

1.2. **TIME AND AVAILABILITY.** AR shall have discretion in selecting the dates and times he/she performs such services throughout each month giving due regard to the needs of Ponta's business.

1.3. **OUTSIDE SERVICES.** AR shall not use the service of any other person or entity in the performance of AR's duties without prior written authorization by Ponta.

2.1. **INDEPENDENT CONTRACTOR.** AR is an independent contractor and is not an employee, partner or co-venture of, or in any other service relationship with Ponta. The manner in which AR's services are rendered shall be within AR's sole control and discretion. AR is not authorized to speak for, represent, or obligate Ponta in any manner without the prior express written authorization from Ponta.

2.2. **TAXES.** AR shall be responsible for all taxes arising from compensation paid under this Agreement. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by Ponta on behalf of AR. AR understands that he/she is responsible for paying, according to law, AR's taxes, and AR shall when requested by Ponta, properly document to Ponta that any and all federal and state taxes have been paid.

2.3. **BENEFITS.** AR and AR's employees will not be eligible for, and shall not participate in, any fringe benefit plan of Ponta. Ponta will obtain no workers' compensation insurance covering AR.

3.1 **COMPENSATION.** Ponta shall pay AR a commission equal to 30% on AR's Custom initial purchase as shown on the current Pricing page, and Ponta reserves the right, at its sole discretion, to add, modify or change the Pricing page at any time with giving any notice to AR.

- a. AR shall receive a commission equal to 10% on all recurring purchases by AR's Customer;
- b. AR shall not receive any compensation, percentage fees, royalties or other remuneration in connection with any other revenues or proceeds received by Ponta;
- c. AR's Customer means the customer AR signed up on Constructionplace.com using his/her unique Identification Number;
- d. AR shall not receive any commission for any Free Trial offers.

3.2 **SUBORDINATE AR's.** Upon prior written consent by Ponta AR, as a Group Leader, may recruit, build and train their own sales force of individual AR's that will also market and sell Ponta's products and services to duplicate their efforts and become a **Group Leader**. All recruited AR's are regarded as Subordinate AR's and are members of AR's group until they become Group Leaders.

- a. Ponta shall pay AR an override commission of 5% on individual subordinate's monthly Subtotal Earned Commissions (**See Exhibit A**); and
- b. AR shall have the right to terminate his/her group members at any time at AR's sole discretion.

3.3 **BRAKEAWAY.** Upon prior written approval by Ponta AR may allow a Subordinate AR to breakaway from AR's group to become an independent AR to form his/her own group.

- a. Ponta shall pay the allowing AR an override commission of 5% on the new **Breakaway AR's Group Qualifying Override Subtotal** (**See Exhibit A**); and
- b. AR shall have the right to terminate his/her group members at any time at AR's sole discretion.

3.4 **EXPENSE REIMBURSEMENT.** Ponta shall not reimburse AR for any expenses without prior written authorization by Ponta.

3.5 **REFERRALS.** AR shall have the right to refer any business to any other AR or third party directly using the Constructionplace.com's "Refer it Now" Program. Ponta shall not be responsible for enforcing any referral fee payments or is liable in any way for such payments. The "[Refer it Now](#)" program rules shall apply and by this reference is made a part hereof.

3.6 **CONTRACT SERVICES.** Ponta will pay AR a commission equal to ten percent (10%) of net revenue received by Ponta for Contract Services such as Construction Management or Consulting Services sold by AR. Said commission will be calculated upon completion of the respective project(s) and after all costs have been reconciled for the respective period.

- a. Ponta **shall not** pay any override commissions for any Contract Services sold by AR; and
- b. AR shall not receive any commission or compensation for any Contract Services Reimbursable Expenses received by Ponta as sold by AR.

- 3.7 TOTAL SERVICE CONTRACTOR PLAN.** AR, if qualified, shall have the option of providing **Total Contractor Service Plan** services as a **Service Contractor** in strict accordance with the Total Service Contractor Understanding and by this reference is made a part hereof.
- 3.8 COMMISSION PAYMENT SCHEDULE.** Commission payment(s) shall be made on a monthly basis. Ponta will pay AR within (30) consecutive calendar days following the end of the month for which it is due. The payment will include a report similar to Exhibit A showing the calculation of the **Total Monthly Commission Payment**.
- 4.1 EXCLUSIVE MARKETING AREA RULE.** AR shall have the following "Exclusive Marketing Area(s)/Zip codes": _____; and the projected quota for this Exclusive Marketing Area is USD _____ in gross monthly revenues received by Ponta. This Exclusive Marketing Area may be increased or decreased when approved in writing by Ponta. And Ponta reserves the right, at its sole discretion, to terminate or change this Exclusive Marketing Area by giving AR thirty (30) calendar day's advance written notice during the **Initial Exclusive Period**. Following the **Initial Exclusive Period** Ponta reserves the right, at its sole discretion, to terminate or change this Exclusive Marketing Area by giving AR ninety (90) calendar day's advance written notice.
- 4.2 INITIAL EXCLUSIVE PERIOD.** The **Initial Exclusive Period** shall be for ninety (90) consecutive calendar days beginning on the date of this agreement or as stipulated in writing by Ponta; and
- a. The **initial Exclusive Period** may be extended when approved in writing by Ponta.
- 5.1 TERMINATION.** This Agreement may be terminated as follows:
- a. Upon 30 days' written notice by either party to the other;
- b. By mutual consent in writing;
- c. For any deliberate wrongdoing committed; and
- d. If AR is no longer signed up with current contact information on www.constructionplace.com

In the event of termination AR's customers/clients and/or exclusive marketing areas shall be automatically assigned to Ponta and all of AR's Subordinate AR's will automatically become independent **Group leaders** on the effective termination date. Furthermore, AR agrees to be barred for one (1) calendar year following the effective termination date from soliciting or doing business with Ponta's customers or clients.

- 6.1 PROPERTY OF PONTA; CONFIDENTIALITY.** AR agrees that all software, intellectual property, and services performed in connection with Ponta's business, and documents relating thereto, are and shall remain the exclusive property of Ponta. Promptly upon the expiration or termination of this Agreement, or upon the request of Ponta, AR shall return to Ponta all documents and tangible items provided to AR or created by AR for use in connection with services rendered hereunder, together with all copies and abstracts thereof. Any Nondisclosure Agreements executed by the parties shall remain in full force and effect.
- 7.1 DISPUTE RESOLUTION.** If there is any dispute or controversy between the parties arising out of or relating to this Agreement, such dispute or controversy shall be submitted to binding arbitration. An arbitrator shall be designated by agreement of the parties, or if they cannot agree, by the Superior Court with jurisdiction over the matter.
- 8.1 SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that it shall be assignable by Ponta without AR's consent in the event Ponta is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement, effective on the date first above written.

By _____
W. Gary Westernoff, CEO Ponta, Inc.

(Name), AR

AR ID Number

Attachment: W-9 Request for Taxpayer Identification number and Certification