

NMTSS

Speakers Bureau Agreement

MARKET_SINGAPORE PTE LTD

SPEAKERS BUREAU 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 of the Company, hereinafter referred to as "Speaker" 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, Speaker is an Independent Contractor and UnFranchise™ Owner, and has obtained a minimum PIN Level of Certified Executive Coordinator with Company whose business with the company is governed by an Independent UnFranchise™ Owner Application and Agreement and possibly other agreements executed by Speaker; and

WHEREAS, the business and Management Performance Compensation Plan in which Company is engaged requires specialized training of distribution 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™ Owners is desirous of becoming a Company approved Speaker and being licensed by Company to speak and receive honoraria from meetings established through the National Meeting Training Seminar System (NMTSS) for Market Singapore Independent UnFranchise™ Owners 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. Speaker 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 Speaker as an 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. Speaker acknowledges and certifies that he/she has executed a Form 925 and Form 1000 (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. Speaker is responsible for and will comply with the following qualifications, duties and requirements in order to maintain the position of Speaker and to be granted licensing rights under this Agreement.

POSITION: SPEAKER

1. Speakers Bureau is divided into two (2) categories of speakers/trainers. The following describes the types of trainings or meetings each category may perform/conduct and the associated criteria that must be met in order for speaker/trainer to be eligible.

a. **Category 1:**

- These speakers/trainers may present the Management Performance Compensation Plan segment at an UnFranchise Business Presentation
- May conduct NMTSS approved Basic Five (B5) Trainings at a publicly scheduled training where attendees are charged an admission fee.
- Speakers/trainers MUST earn \geq S\$1,875 each Calendar Quarter in COMMISSIONS from one (1) or more BDCs in order to remain eligible to speak/train at these NMTSS Events.
- In addition, the speakers/trainers shall be required to personally sponsor two (2) Qualified UnFranchise™ Owners during the previous calendar year in order to retain eligibility to speak/train.

b. **Category 2:**

- The speakers/trainers may present the Management Performance Compensation Plan segment at an UnFranchise Business Presentation, conduct a B5, and speak/train at all other NMTSS events (i.e., Local, District, Regional) where attendees are charged an admission fee.
- Speakers/trainers MUST be a Professional Coordinator or higher Pin Level AND MUST earn \geq S\$5,625 each Calendar Quarter in COMMISSIONS from one (1) or more BDCs to remain eligible to speak/train at these NMTSS events.
- In addition, the speakers/trainers shall be required to personally sponsor three (3) Qualified UnFranchise™ Owners during the previous calendar year in order to retain eligibility to speak/train

2. Speakers Bureau Members are required to be ACTIVE members in good standing (i.e., abiding by all policies established by their respective Local Association including, but not limited to pre-purchase ticket requirements) of their Local NMTSS Association.

3. As a member of the NMTSS approved Speaker team, you represent the Company's finest UnFranchise™ Owners. You must be irreproachable, above question, never making disparaging statements concerning Company, the Management Team or fellow teammates at such events. Your approval is based upon your performance in the business and as a public speaker, your integrity, and proven loyalty to Company and to what it represents. Take this privilege seriously and be responsible in what you say, realizing that you can change people's lives. Failure to meet this qualification will result in immediate termination of this speaking contract.

4. The key purpose of the NMTSS events is to support and assist attendees in building the business; increasing commissions and management bonuses.

5. Only Speakers Bureau Members shall be eligible to speak/train* at publicly scheduled NMTSS events in which an admission fee is charged for attendance.

- a) B5 Trainings to be conducted in a HOME MUST be scheduled in the NMTSS Online web service AND be OPEN to the public (ALL UnFranchise™ Owners) in order to charge attendees for the training. ONLY Speakers Bureau Members may charge attendees for these trainings. Certified Executive Coordinators may still conduct NUOT and B5 Trainings in the HOME, however, they may NOT charge attendees for these trainings.

- b) Only Speakers Bureau Members may present the MPCP section of a publicly scheduled (i.e., in “NMTSS Online”) UnFranchise Business Presentation Meeting in which an admission fee is charged for attendance.
- c) Only Category 2 Speakers Bureau Members may train at Local Seminars, District Conferences, and Regional Conventions.

6. To speak and be paid (Product Training, Basic 5 Training, New UnFranchise™ Owner Training, UnFranchise Business Presentation, and Local Seminar) in a country outside your “Home Country” (where you started your UnFranchise business), you must be Speaker’s Bureau Category 2 in your Home Country and be activated in and/or earning commissions based on volume generated in the country you wish to speak in.

NOTE: Certified Trainers, WebCenter Trainers, TLS Trainers, NutraMetrix Trainers, Product Trainers, CAD Trainers, Motives Trainers, ISM Trainers and University Major Overview Trainers shall comply with training requirements as currently set forth in these respective programs.

GENERAL REQUIREMENTS:

- 1. Be an actively participating member of a Local Association (Leadership Council, or NMTSS Coordinator) in his/her respective region.
- 2. Be a Company Independent UnFranchise™ Owner in good standing; have no judgments pending by the Corrective Action Board or the Dispute Resolution Board.
- 4. Have achieved a PIN Level of Certified Executive Coordinator or higher.
- 5. Be approved by the Vice President of Sales.
- 6. **Attend the Annual Convention and Asia Pacific Regional Convention annually. Speaker Bureau members must purchase minimum of five (5) tickets for each of the Company corporate sponsored events: five (5) tickets purchased from Company for the Asia Pacific Regional Convention and five (5) tickets for the Annual Convention. This will be reviewed after each major event.**

HONORARIA:

PIN Level	Local Seminar
Professional Coordinator	S\$625
Supervising Coordinator	S\$935
National Supervising Coordinator	S\$1,250
Executive Supervising Coordinator	S\$1,875
Director	S\$2,500
Executive Director	S\$2,815
Field Vice President	S\$3,125
Executive Field Vice President	S\$3,750
Senior Executive Field Vice President	S\$4,375
Field President	S\$5,000
International Field President	S\$5,000
International Field Chairman	S\$6,250

Note: When ticket sales exceed the total cost of the event, including the costs of the honorarium, the profits must be distributed as follows:

TICKET PROCEEDS:

1. After All front end expenses associated with financing the Local Seminar or District Conferences (includes; but is not limited to Speakers Honoraria), the remaining funds shall be distributed as follows:
 - a. 20% to the Local Coordinator
 - b. 30% to the Local Association
 - c. 30% to the Guest Speaker
 - d. 20% to General NMTSS Fund
2. All Speaker Bureau members/ trainers are required to submit an NMTSS Event Financial Report (EFR) within 5 days after each training to the respective NMTSS Executives, Local Coordinators and Regional Directors if the training location is more than one hour driving away from the home address of the trainers. Handling of financial requirements is subject to audit. In case there is no Regional Directors, please send the EFR to the Country Managers. .
3. If there are two guest speakers, then the 30% share allotted towards the speaker will be divided equally between the two speakers.

Note: There cannot be more than two speakers per NMTSS event unless you have received permission directly through and only from the Vice President of Sales.

4. The UnFranchise™ Owner, under this Agreement, serves in the capacity of a Speaker with specific rights to accept speaking engagements for NMTSS functions including Local Seminars and District and Conferences. Speaker is not an agent, employee or legal representative of Company and agrees not to represent himself/herself as such. Speaker is solely responsible and liable for their representations and the quality and accuracy of his/her presentations. Company is not responsible or liable for any misrepresentations made by Speaker, and Speaker shall indemnify and hold Company harmless for same. Speaker is responsible to report all income derived from speaking collected from Company UnFranchise™ Owners to the appropriate state, local and federal tax authorities.

SPEAKER COVENANTS:

1. Company reserves the right to terminate this Agreement and speaker status at any time at its sole discretion for any material breach of this Agreement, the Independent UnFranchise™ Owners Application and

Agreement, or for what Company deems at its sole discretion is inadequate performance or unsatisfactory training.

2. All speakers are accountable to respective Local Coordinator and Country Manager. The Vice President of Sales reserves the right to change, modify or amend the requirements, qualifications and rights of Speaker by notifying Speaker in writing within seven (7) days of the change.
3. Speaker acknowledges that as a speaker he/she may have access to confidential or proprietary information of Company. Speaker agrees and acknowledges that Company marketing plan, client list, UnFranchise™ Owners list, record, 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 are proprietary information and constitute trade secrets of Company, and Speaker agrees that said information are trade secrets under the laws of the Republic of Singapore. 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 Speaker in trust creating a fiduciary responsibility under law for Speaker, his/her agents or representatives. Speaker will not use 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 will entitle Company to a restraining order in a court of competent jurisdiction in addition to such damages as may be established.
4. Speaker 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 Speaker's 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 program or company to be formed, or being affiliated with a company or program with a similar binary marketing plan or the same or similar products, as a consultant, shareholder, officer, employee, UnFranchise™ Owner or independent contractor. Speaker expressly agrees that Company's marketing plan is proprietary to Company and a trade secret under the laws of the Republic of Singapore. Speaker agrees that appointment as a speaker 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 Speaker's UnFranchise™ Owner Agreement.
5. Speaker 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, neither Speaker nor Speaker'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 Speaker by Company unless authorized under pre-existing contracts, or with written consent of Company or the presence of a written Agreement executed between Speaker and Company concerning remuneration to be paid to Company. Any corporation, organization, firm, company or individual with which Speaker 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.
6. 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 the Republic 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: _____

SPEAKER BUREAU APPLICANT

Name: _____ UnFranchise™ Owners ID #: _____

Signature: _____ Date: _____

Address: _____

Pin Level: _____ Email Address: _____

WITNESSED BY:

Signature: _____

Printed Name: _____

Date: _____

Address: _____

RECOMMENDING SIGNATURES:

Local Coordinator

Printed Name

Date

Country Manager of Market Singapore

Date