

SENIOR AREA REPRESENTATIVE AGREEMENT

This Agreement, dated and effective _____, 2018 is made and entered into by and between Ponta, Inc. (a California corporation ("Ponta") and _____ Senior Area Representative ("SAR").

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



Whereas SAR desires and agrees to market and sell Ponta's products, services, and service plans.

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

1.3. OUTSIDE SERVICES. SAR shall not use the service of any other person or entity in the performance of SAR's duties unless authorized by Ponta in writing.

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

2.2. TAXES. SAR 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 SAR. SAR understands that it is responsible to pay, according to law, SAR's taxes, and SAR shall, when requested by Ponta, properly document to Ponta that any and all federal and state taxes have been paid.

2.3. BENEFITS. SAR and SAR'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 SAR.

3.1 COMPENSATION. Ponta shall pay to SAR commissions as follows:

Ponta shall pay SAR a sum equal to 10% of gross sales calculated quarterly where the total gross sales for such quarter are less than or equal to \$30,000.

In the event that the total gross sales for the relevant quarter exceed \$30,000, but are less than or equal to \$45,000, Ponta, shall pay SAR a sum equal to 20% of such gross sales. And in the event that the total gross sales for the relevant quarter exceed \$45,000 Ponta, shall pay SAR a sum equal to 30% of such gross sales. Gross sales will exclude taxes, returns, cancellations and default payments made from Ponta's customers and clients.

Table with 2 columns: Gross Sales, Commission to SAR. Rows: \$0 to \$30,000.00 (10%), \$30,001.00 to \$45,000.00 (20%), \$45,001.00 and more (30%)

a. SAR shall receive commissions for the following Qualifying Products and Services and Ponta reserves the right, at its sole discretion, to add or remove Products and Services at any time:

Qualifying Products and Services	
Advertising	Yes
Advice (Free)	No
Construction Management and Consulting (Paid)	Yes
Contract Services	Yes as per paragraph 3.6 below
Create and Send RFP's Only	Yes
Create and Send RFP's with Quick Bid Option	Yes
Down Loaded Property Reports	Yes
Performance Reviews	No
Publications	Yes
Raising Investment Capable	As negotiated with Ponta
Referral Service	N/A
Send Quick Bids	Yes
Send Unlimited RFP's and Quick Bids	Yes
Send Unlimited RFP's and Quick Bids with online Construction management and Negotiating Support	Yes
Total Service Contractor Plans	Yes as per paragraph 3.7 below
Work Sheets	Yes

- b. SAR shall not receive any compensation, percentage fees, royalties or other remuneration in connection with any other revenues or proceeds received by Ponta.
- c. SAR shall not receive any commission for any Free Trial offers
- d. SAR shall not receive any commission on any Customer reimbursable expenses paid to Ponta

3.2 SUBORDINATE AREA REPRESENTATIVES (AR'S). SAR may recruit and train subordinate AR's. All AR's shall be actively signed up on Constructionplace.com, approved by Ponta, and shall enter into a valid AREA REPRESENTATIVE AGREEMENT with Ponta. Said AR's will be members of SAR's team and SAR shall have the right to terminate his/her team member (AR's) at any time at SAR's sole desertion.

3.3 TEAM COACHING EFFECTIVENESS BONUS. SAR shall receive the amount of (20%) of AR's commissions on his/her team members who achieve the Quarterly Target Performance Goal(s) currently in effect:

For example: AR's 1 and 2 below achieved the \$45,000 Quarterly Performance Goal, but AR's 3, 4 and 5 did not. Therefore, SAR will receive a bonus in the amount of 20% of AR's 1 and 2 earned commissions for the relevant quarter. No bonus will be paid on the AR's 3, 4, and 5 earned commissions.

AR	Quarterly Sales	Commission to AR	AR Earned Commission	20% Bonus to SAR
1	\$50,000	30%	\$15,000	\$3,000
2	\$45,000	30%	\$13,500	\$2,700
3	\$30,000	20%	\$7,000	None
4	\$20,000	10%	\$3,000	None
5	\$35,000	20%	\$7,000	None

Quarterly Target Performance Goals may differ from area to area as determined by Ponta and Ponta reserves the right, at its sole description, to change and/or terminate said Performance Goal for the following quarter by giving SAR 30 calendar days advance written notice.

- 3.4 EXPENSE REIMBURSEMENT.** Ponta shall not reimburse SAR for any of SAR's expenses unless so authorized by Ponta in writing.
- 3.5 REFERRALS.** SAR shall have the right to refer any business to any other SAR or AR directly using the Constructionplace.com's "Refer it Now" Program on Constructionplace.com. Ponta shall not be responsible for enforcing any referral fee payments or is liable in any way for such payments. When using the CPC Referral Program said rules shall apply.
- 3.6 CONTRACT SERVICES.** Ponta will pay SAR a sum equal to ten percent (10%) of net revenue by Ponta for Construction Management or Consulting services sold by SAR. Said percentage will be calculated upon completion of the project and after all costs have been reconciled for the respective quarter.
- 3.7 TOTAL SERVICE CONTRACTOR PLANS.** In addition to earning commissions per Section III COMPENSATION for Service Plans sold by SAR, SAR 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 quarterly basis. Ponta will pay SAR within (30) consecutive calendar days following the end of the month for which it is due. The payment will include a report showing the calculation of the commission earned for that period. **Contact Activity Reports** shall be submitted to Ponta at the end of each month in a format mutually agreeable by SAR and Ponta.
- 4.1 EXCLUSIVE MARKETING AREA RULE.** SAR 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 SAR 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 SAR 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. 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
- b. By mutual consent in writing;
- c. For any deliberate wrongdoing committed.
- d. If SAR is no longer signed up with current information on www.constructionplace.com

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

6.1 PROPERTY OF PONTA; CONFIDENTIALITY. SAR 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, SAR shall return to Ponta all documents and tangible items provided to SAR or created by SAR for use in connection with services rendered hereunder, together with all copies and abstracts thereof. Any Nondisclosure Agreements executed by the parties shall be and 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 SAR'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), SAR

Social Security Number for 1099 Purposes