

AREA REPRESENTATIVE UNDERSTANDING

Last Modified March 15, 2023

This Agreement, dated and effective _____, 2023 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 site:



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

3.3. **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.

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

- a. AR shall not receive any commission or compensation for any Contract Services Reimbursable Expenses received by Ponta.

3.7. **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.

4.1. **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 shall be automatically assigned to Ponta effective on the 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.

5.1. **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.

- 6.1 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.

[Download W-9 Request for Taxpayer Identification number and Certification](#)

END