



SMASH
Solutions

SMASH SOLUTIONS Media Match Partnership Agreement

SMASH SOLUTIONS LLC
10757 S. Riverfront Parkway Suite 275
South Jordan, UT 84096
www.SMASHSolutions.com
1-888-510-5504

This Agreement is made as of the date outlined on the Signature Page of this Agreement, between SMASH SOLUTIONS LLC and the parties detailed on the signature page. SMASH SOLUTIONS principal business is located at 10757 South Riverfront Parkway Suite 275 South Jordan, UT 84095 in the United States of America, (hereinafter called "SMASH", "SMASH SOLUTIONS", or "PROVIDER") and the PARTNER outlined on the signature page, (hereinafter called "PARTNER", "MEDIA COMPANY" or "CLIENT"). If the PARTNER is a Corporation, Partnership, Limited Liability Company, nonprofit or other legal entity, certain provisions of this Agreement also apply to its owners, principals, trustees, officers or shareholders.

RECITALS:

1. SMASH SOLUTIONS operates a powerful Software Suite that includes a state of the art SMASH Media Match online advertising system. The SMASH Media Match is a pay per impression, pay per click, pay per action and powerful traffic generation resource. The SMASH Media Match is connected to thousands of Websites, Chambers Of Commerce, Blogs, Social Media Sites, Business Networking Groups, Business Service Entities, Non Profit Organizations, Educational Institutions, Newspapers, Radio Stations, TV Stations and other online networks. The SMASH Media Match System is a powerful tool to increase Search Engine Optimization, Search Engine placement, Web Rank, Alexa Rankings and advertising ROI for users of the system. Advertising value is exponentially maximized by the ads being displayed on multiple networks through a results based advertising medium. See the advertising grid below for example.



2. SMASH SOLUTIONS Media Match Partnership Bar (See definitions), benefits each CLIENT utilizing the system in the following ways:
 - a. The Media Match Partnership Bar is placed on the bottom of every webpage of the CLIENT’S website. The Media Match Partnership Bar can be displayed or partially hidden from users depending on CLIENT’S preference. It is preferred to keep it publically viewable so it builds the network branding
 - b. The Media Match Partnership Bar displays the logo of each CLIENT, links to their SMASH Profile Page and displays an IFrame view of the CLIENTS website. The benefit of this bar is extensive. When a visitor views any page of a CLIENT’S website, a unique visitor is registered to all websites attached to the The Media Match Partnership Bar. This increases traffic exponentially. The SMASH Profile holds key Search Engine Content and Meta Data to increase Page Ranks and Search Engine Optimization creating higher Search Engine Placement
 - c. As the network expands the benefits become greater to all connected CLIENTS. Periodically all search engines index web sites for Search Engine placement. The exponential increase of website traffic through the SMASH Media Match Partnership Bar benefits EVERY connected CLIENT and all Websites attached to the system
3. SMASH has granted access to use, the right to sublicense, and the right to operate the system outlined in this agreement. CLIENT will gain access to use portions of SMASH Software, Marketing Resources, Development Team and Experienced Staff, to operate the SMASH Media Match system.
4. In consideration of the foregoing and mutual covenants and considerations below, both parties agree as follows:

- a. CLIENT agrees to participate in the SMASH Media Match Partnership Program.
- b. SMASH agrees to provide a stable, secure, feature rich system for CLIENT to manage their customers and provide the benefits of Section 2 of this agreement.
- c. SMASH agrees to match the CLIENT customers advertising or associated purchases, based on the terms outlined on the signature page of this agreement. Customers must be identified as first time or renewal client. The terms associated will be reflected on the signature page of this agreement.
- d. SMASH agrees to provide the SMASH Media Match Program to CLIENT. Please review the following scenario:
 - i. The CLIENT'S customer purchases a \$2000 advertising package from CLIENT.
 - ii. The CLIENT's contract will reflect "SMASH Media Match", "First Time Customer", and the amount of \$2000.00.
 - iii. Once the CLIENT'S customer contract is submitted to SMASH, a customer account is created in SMASH and activated with \$2000 in SMASH Media Match advertising credits. The advertising credits apply to Pay Per Impression advertising.
- e. CLIENT agrees to provide advertising in trade to SMASH. The trade amount will be determined by both parties prior to execution of this agreement.
- f. CLIENT agrees to provide space on their website to display the SMASH Media Match Advertising Widget.
- g. CLIENT agrees to provide SMASH Media Match Partnership Bar below all footers on all pages throughout all websites attached to this agreement. (See Section 2 above)
- h. Any sales resulting from promotions of SMASH products or services by CLIENT in their own venue will be credited to their IBO account.
- i. CLIENT and SMASH mutually agree to respect confidentiality and represent each other professionally.
- j. CLIENT and SMASH mutually agree to actively support the success of this SMASH Media Match Partnership.

DEFINITIONS

For purposes of this agreement, the terms below have the following definitions:

1. SMASH Media Match Partnership Program: - means this document, the SMASH Terms Of Service, Disclosures and Operating Procedures. CLIENT is responsible to know and abide by all laws and compliance requirements within their operating jurisdiction.
2. System: - means the SMASH Software Solution and The SMASH Media Match System, which consists of programmed software, artwork, designs, color schemes, signage, equipment, supplies, materials, business techniques, marketing resources, contacts, network, methods and procedures together with sales promotion programs, all of which SMASH may modify and change from time to time.
3. Principal Owner: - means any person or entity who, now or hereafter, directly or indirectly owns a 10% or greater interest in CLIENT or any branch off organization that develops when CLIENT is a Corporation, Limited Liability Company, Partnership, Nonprofit or a similar entity. SMASH enters into this agreement totally or partially based on the financial qualifications, experience, skills or managerial qualifications of any person or entity who directly or indirectly owns more than a 10% interest in CLIENT. SMASH has the right to designate that person or entity as a Principal Owner for all purposes under this agreement. In addition, if CLIENT is a partnership entity, then each person or entity who, now or hereafter is or becomes a general PARTNER is a Principal Owner, regardless of the percentage of ownership interest. If the CLIENT is one or more individuals, each individual is a Principal Owner. CLIENT must have at least one Principal Owner. The Principal Owner(s)

are identified on the signature page of this agreement. Every time there is a change in the persons who are the Principal Owners, CLIENT must, within 10 days from the date of each change, update this agreement with the signature of the modified Principal Owner. This update will only affect the signature page of this agreement by adding a new Principle Owner and does not amend any other provision of this agreement or exclude any of the previous Principal Owners of their responsibilities. As used in this agreement, any reference to Principal Owner includes all Principal Owners.

4. Control Person: - means the individual who has the authority to, and does in fact, actively direct business affairs in regard to CLIENT, is responsible for overseeing the general management of the day-to-day operations of CLIENT and has authority to sign on behalf of CLIENT in all contracts and commercial documents. The Control Person is identified on the signature page of this agreement.
5. Trademarks: - means SMASH'S Trademark and Servicemark that have been registered in the United States and elsewhere and the Trademarks, Service Marks, Copyrights and Trade Names as outlined by written request to SMASH as they may modify and change from time to time, and the trade dress and other commercial symbols used in SMASH. Trade dress includes the designs, color schemes and images SMASH authorizes CLIENT to use in the operation of CLIENT'S software from time to time.
6. Customer: - is described as any person, entity or organization that registers on CLIENT'S website or uses any portion of CLIENT'S services.
7. IBO/Reseller: - is an Independent Business Owner operating similar to a franchisee. An IBO is in no way affiliated with the company other than an Independent Business Owner operating their own business utilizing pre-approved marketing methods.
8. ACTIVE: - An active account is defined as their monthly SMASH package is paid current.
9. SMASH Solutions Media Match Partnership Bar: - A proprietary marketing widget. This bar is placed at the bottom of the SMASH and Media PARTNER websites, displayed on all pages of these sites and contains key search engine content and meta data to increase page ranking and SEO.
10. SMASH Media Match Advertising Widget: - A portable widget that displays advertising on all pages of the SMASH and all Media PARTNER website, increasing ad exposure exponentially.
11. Gross Revenue: - Includes total receipts from subscriptions, membership fees, wallet overages, advertising, sales of all products, services and merchandise in CLIENT'S operation of the SMASH software, including sales under any of the Trademarks or Subsidiaries. Gross Sales excludes items identified as non-commissionable as well as all sales taxes.
12. Voluntary Nature Of Agreement: - The parties acknowledge and agree that they have entered into this agreement voluntarily and without coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this agreement, and that they fully understand and voluntarily accept the terms.
13. Entire Agreement: - This agreement constitutes the entire agreement between SMASH and CLIENT relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between SMASH and CLIENT relative to the contents contained in this agreement, are merged into this agreement.

SMASH MEDIA MATCH OVERVIEW:

1. SMASH Solutions Media Match Partnership Program is a turnkey solution to offer a powerful global alliance of professional companies. The benefits grow exponentially with each added CLIENT. This is a win for every CLIENT, their CUSTOMERS and SMASH. Search engine placement and Page Ranks significantly increase. CLIENT services, products, advertising and CUSTOMER retention are maximized.
2. The following is a step by step walkthrough of a CLIENT joining the SMASH Media Match Partnership Program:
 - a. CLIENT is introduced to the SMASH Media Match Partnership Program by a SMASH Sales Representatives, IBO or

the website: <http://www.smashsolutions.com/home/media-partners>

- b. CLIENT agrees to the terms of this Agreement and the following:
 - i. CLIENT specifies websites to be included in this Agreement
 - ii. The Products, Services and/or Advertising the CLIENT Sales to be matched by the percentage outlined on the Signature Page of this Agreement, in SMASH Advertising Credits. SMASH advertising credits are based on whether the customer is NEW or RENEWING in the CLIENT'S SMASH Media Match Partnership
 - iii. The Trade Percentage offered by CLIENT per Media Match dollar
 - iv. Monthly Media Match SMASH membership amount and account setup fees
 - v. The information above is detailed on the Signature Page Of This Agreement
 - c. This agreement is signed and executed by all parties
3. Upon signing this agreement CLIENT will complete the following:
 - a. CLIENT creates or upgrades to SMASH Media Match IBO Account
 - b. SMASH and CLIENT determines the location of SMASH Media Match Partnership bars and CLIENT installs code on agreed upon site locations.
 - c. Schedule Training for staff and sales representatives
 2. CLIENT will be provided with marketing materials and supporting documentation needed for rapid deployment of the SMASH Media Match system.
 3. SMASH will provide CLIENT'S staff with training on the SMASH Media Match System. SMASH Accounts and support materials will be setup for all applicable team members.
 4. CLIENT will notify past, current and prospective customers about the SMASH Media Match Partnership Program.
 5. CLIENT or a member of their staff will note the following on their sales contracts at the time sale:
 - a. "SMASH Media Match"
 - b. "First Time or Renewal Customer"
 - c. "Amount of Media Match Dollars"
 - d. Example: "SMASH Media Match - Renewal Customer - \$3000.00 Match"
 6. CLIENT will submit all sales contracts to match@smashsolutions.com
 7. SMASH creates a free SMASH customer account. The Match amount specified on the contract will be added in SMASH Advertising Credit to customers account.
 8. SMASH will attach the new customer account to the CLIENTS reseller account. The customer will show in the IBO area of the CLIENTS account. All financial transactions, purchases, commissions and reports will be tracked for CLIENT.
 9. SMASH will take the percentage of Trade outlined on the Signature Page of this Agreement and add the Trade to the CLIENTS "Trade Balance" owing.

10. SMASH contacts CLIENT'S customers for welcoming, educating, activating their account and advertising campaign.
11. SMASH will track all CLIENT'S customer purchases in the SMASH system.
12. CLIENT will receive commission for the commissionable purchases as long as the CLIENT'S account is in "Active" Status.
13. SMASH will track all accounts created through the SMASH Media Match Advertising Bar. Each account will be assigned to the IBO reseller and displayed in the IBO area of the CLIENT'S account .
14. CLIENT will provide SMASH the details for placing the trade advertising received by SMASH. SMASH may use trade credits received from the CLIENT as determined by SMASH.

SMASH SOLUTIONS PRODUCT OVERVIEW:

1. SMASH Solutions is an innovative software development and consulting firm offering a wide variety of bundled tools and unique services. SMASH revolutionizes the way business is done by providing cutting edge cloud-based software. SMASH is a collection of modern, must-have technologies combined into one user-friendly, all-inclusive suite. The goal?... To level the playing field. Whether you're an online apprentice, an all-star, a CEO or a mom on the go, SMASH bridges professional and personal communication with one objective in mind: Success Made Simple.

CURRENT FEATURES:

1. Contact Manager: Effectively group, isolate and manage networking opportunities with SMASH's comprehensive Contact Manager. From basic information to detailed descriptions, the Contact Manager is the foundation of any healthy business relationship. Take note of individual hobbies, personalities, preferences and other features critical to success. Use the Contact Manager to organize email addresses, social media accounts, websites and more, in an easy, streamlined system. Export, import, or sync contacts with ease to any Yahoo, Gmail, Facebook, or Outlook account. Unlimited contacts can be uploaded and managed with unlimited group capability as well as share information and search the database.
2. Integrated Calendar: Organize and prioritize effortlessly with SMASH'S integrated calendar. With the ability to sync to other scheduling systems, users can add tasks, events and import other calendars from Google or Google Tasks. Having multiple calendars allows a user to better distinguish between professional and personal lives, creating more time for both. Additionally, SMASH'S convenient appointment slot calendar allows any busy professional to provide customers with a link to their private or professional calendar so they can set up appointments without having to contact the user directly.
3. Personal Virtual Assistant (PVA): One of the most unique features of SMASH is the exclusive Personal Virtual Assistant . SMASH'S PVA automates the personal touch, so users can manage their relationships without it dominating their day.
4. Task Manager: From a bird's eye view to the last detail, SMASH'S Task Manager is the best of both worlds. View overall pending tasks, while editing, organizing and sharing details with other SMASH users. Tasks may also be exported or imported into a CSV file. Archived and Tagging features assist users to categorize and sort their tasks.
5. Event Manager: Keep track of the busiest schedules, create a spreadsheet, import and export events, share details with SMASH users and invite others to the party. The integrated calendar and event manager are easily synced for effortless time management and planning. Additionally, SMASH offers a powerful Event invitation template feature to personalize events and meetings.
6. Advertising Module: Advertising business with SMASH is effective and affordable. Create Image and Text ads that appeal to your target market. Advertisers can utilize the SMASH network to build a loyal Clientele, while purchasing clicks and impressions to expand influence in the advertising partner network.
7. Campaign Manager Module: With SMASH'S sleek, sophisticated, easy to use Campaign Manager, managing your email newsletter campaigns is simple, easy and fun. You'll have access to hundreds of pre-made, personalized newsletter templates to keep your unlimited contacts and groups in the loop.
8. SMASH Social: Social media marketing has become a vital resource for business and individuals today. SMASH'S Social Media Module includes:
 - a. manage and post through Facebook, LinkedIn and Twitter
 - b. store and share music, photos, documents and video feeds
 - c. create events, pages and blogs
 - d. advertise in classifieds

e. and much more

SMASH'S Buzz Wall allows users to link or unlink at anytime to the networking sites. Post once and you're done! Attach pictures and links, post, edit and delete posts, like and be liked without hassle, all from one convenient location!

9. **SMASH Cash:** Businesses everywhere are looking for ways to increase their website traffic and exposure. SMASH'S MEDIA PARTNERS utilize SMASH Cash to compliment potential customers with free advertising in the multi-media global network and the FREE version of SMASH'S all-inclusive tool suite.
10. **Success University:** Success University is a powerful, informative gift for all clients, business prospects or colleagues, a \$600 value FREE! Success University is a six-part series that offers the best in social media marketing and personal development training. With Success U, users learn the difference between thousands of available networking sites, understand social media etiquette and how to reach their target demographic through content marketing.

UPCOMING FEATURES

1. **Contact Manager:** SMASH offers something no other Contact Manager on the market does. Once contacts are loaded into the system, SMASH automatically collects public domain data, files it for the user and updates information regularly.
2. **Personal Virtual Assistant PVA:** The PVA automation will work in tandem with our integrated calendar to send automated appointment confirmations, reminders and thank you's to your contacts. The PVA remembers user's contacts on special occasions and sends out personalized greetings to them. This PVA automation will assist the SMASH user to build businesses by fortifying relationships.
3. **SMASH Social:** The SMASH social media module is expanding to include Google+, Pinterest and up to sixty social media sites.
4. **Video Email:** Bring your email to life... with Video! Create your own or use one of ours! From the first hello to singing happy birthday, video is the way to go!
5. **SMASH Clicking:** Click your way to CASH on our extensive network! Drive up CLIENT SEO rankings and earn big!
6. **SMASH Toolbar:** The portability of this remarkable business hub allows users to attach a personalized SMASH Bar to all websites, blogs, splash pages and emails, to easily promote business.
7. **Global Inbox:** STOP searching high and low for that important email, text, or social media message. Streamline all messaging accounts within SMASH for a one stop-messaging shop.
8. **Automated Contact Notes:** Enjoy the convenience of dictating meeting notes directly into your SMASH system and having them quickly and accurately transcribed and attached to all relevant files by our highly qualified support staff.
9. **SMASH Media Room:** Visitors 'Take the Tour' and experience the videos, images and documents you want them to see. Our media room will be available from your personal SMASH URL.
10. **SMASH Specials Posting:** Everybody loves a special offer! Entice others to take advantage of any promo or sale.

SCOPE OF LEASING THE SOFTWARE:

1. SMASH has customized a premier advertising, marketing, IBO management, commission tracking system for building and operating organizations. SMASH retains all copyright ownership rights in said software, software code, and agrees to service, maintain and upgrade software. It is therefore agreed that CLIENT will not copy, share, disperse, change or otherwise distribute software for any reason beyond the scope of this agreement.
 - a. CLIENT will be granted a non-exclusive license to use SMASH'S Software, hosted on SMASH'S servers and serviced by SMASH'S authorized personnel ONLY.
 - b. Access to the "Administration or Back Office" of said software shall be limited to the authorized employees of SMASH and/or CLIENT'S authorized personnel. It is agreed that each "User" of the "Staff Section" will be required to use an individual personal identification pass code to access this area.

2. SMASH Solutions customizes, implements, maintains and upgrades a state of the art advertising solution with a compensation opportunity for potential IBO'S. CLIENT is paying to licence SMASH'S proprietary solution and optional add ons. The intended purpose is to bring a highly effective and profitable business solution to the CLIENT. CLIENT brings extensive marketing expertise and proven results to this transaction making a reciprocal profitable business venture to both parties.

TRADEMARK STANDARDS AND REQUIREMENTS:

1. CLIENT acknowledges and agrees that the Trademarks/Copyrights are SMASH'S property and SMASH has licensed the use of the Trademarks/Copyrights to CLIENT with no right to sublicense to others. SMASH further acknowledges that CLIENT'S right to use the Trademarks/Copyrights is specifically conditioned upon the following:
 - a. Trademark/Copyright Ownership: The Trademarks/Copyrights are SMASH'S valuable property, and SMASH is the owner of all rights, title and interest in and to the Trademarks/Copyrights and all past, present or future goodwill of the business conducted by CLIENT that is associated with or attributable to these Trademarks/Copyrights. CLIENT'S use of the Trademarks will inure to SMASH'S benefit. CLIENT may not, during or after the term of this agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest SMASH'S rights in any of the Trademarks/Copyrights or the goodwill associated with the Trademarks/Copyrights, including any use of the Trademarks/Copyrights in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.
 - b. Trademark/Copyrights Use: CLIENT may not use, or permit the use of, any Trademarks/Copyrights, Trade Names or Service Marks in connection with CLIENT'S operation, except those set forth or as otherwise directed in writing. CLIENT may use the Trademarks/Copyrights only in connection with such products and services as SMASH specifies and only in the form and manner SMASH prescribes in writing. CLIENT must comply with all Trademarks/Copyrights, Trade Name and Service Mark notice marking requirements. CLIENT may use the Trademarks/Copyrights only in association with products and services approved by SMASH and that meet SMASH'S standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale.
 - c. Litigation: In the event any person or entity improperly uses or infringes the Trademarks/Copyrights or challenges CLIENT'S use or SMASH'S use or ownership of the Trademarks/Copyrights, SMASH will control all litigation and SMASH has the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. CLIENT must promptly notify SMASH of any such use or infringement of which CLIENT is aware or any challenge or claim arising out of use of the SMASH Trademarks/Copyrights. CLIENT must take reasonable steps, without compensation, to assist SMASH with any action SMASH undertakes. SMASH will be responsible for SMASH'S fees and expenses with any such action, unless the challenge or claim results from CLIENT'S misuse of the Trademarks/Copyrights in violation of this agreement, in which case CLIENT must reimburse SMASH for fees and expenses.
 - d. Changes. CLIENT may not make any changes or substitutions to the Trademarks/Copyrights unless SMASH directs in writing. SMASH reserves the right to change the Trademarks/Copyrights at any time. Upon receipt of SMASH'S notice to change the Trademarks/Copyrights, CLIENT must cease using the former Trademarks/Copyrights and commence using the changed Trademarks/Copyrights, at SMASH'S expense.

SMASH SOLUTIONS Media Match Partnership Implementation and Action Items:

1. Signing of agreement:
 - a. CLIENT and SMASH sign agreement
 - b. Agreement is scanned and placed on file at the SMASH corporate office.
 - c. Agreement is entered into the database.

- d. CLIENT sets up SMASH IBO account and notifies SMASH of the email used to set up account.
 - e. SMASH activates CLIENT'S SMASH account and funds with initial trade dollars agreed on by both parties.
2. Implementation of Plan Begins
- a. SMASH submits CLIENT website Project Plan to Graphics Team to begin CLIENT Website layout, color scheme, fonts, multiple design layouts, and design elements of a CLIENT Web Portal for CLIENT'S Customers to set up their SMASH account.
 - b. Programming Team begin laying out site plan and code infrastructure.
 - c. CLIENT purchases a web domain to forward to their new partnership page.
 - d. SMASH and/or CLIENT will conduct training for CLIENT'S staff
 - e. CLIENT'S staff is provided marketing materials for sharing the benefits of the SMASH Media Match program.
 - f. CLIENT emails and mails initial CLIENT letters and introduction to the SMASH Media Match Partnership program. CLIENT completes their purchase of SMASH Enterprise Package and setup process.

Servicing Provisions:

1. SMASH'S office hours are 9:00 a.m. to 6:00 p.m., Mountain Time, Monday through Friday. Any and all non-emergency concerns, will be addressed during normal business hours.
2. In the event of an after hours emergency, SMASH shall provide a contact number for the CLIENT to receive emergency service.

Assignment/Transfer:

1. The terms of the agreement shall be binding upon the successors of each party. Neither party may assign and/or transfer the agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Choice of Law:

1. The terms of the agreement shall be construed in accordance with the laws of the State of Utah, Delaware and the Commercial Arbitration Rules of the American Arbitration Association. In the event that conflict between the laws arise said arbitrator(s) shall apply standard Conflicts of Laws rules.

CLIENT Terms and Options:

1. Relationship of the Parties. CLIENT and SMASH are independent contractors. Neither party is the agent, legal representative, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so.
2. In the event of any failure of performance of this agreement according to its terms by any party due to force majeure will not be deemed a breach of this agreement. For purposes of this agreement, "force majeure" shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties

hereto of its obligations hereunder.

TERM AND RENEWAL:

1. The following provisions control with respect to the term and renewal of this agreement:
 - a. Term. The initial term of this agreement is 1 (One) year, unless this agreement is terminated or if a modified term is outlined on the signature page of this agreement. The initial term commences upon the Effective Date of this agreement. SMASH may extend this initial term automatically after the 1 (One) year, unless written notification from CLIENT is received requesting to cancel the extension.
 - b. CLIENT is not in default of this agreement or any other agreement pertaining to the CLIENT granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing.
2. SMASH shall retain the exclusive right to provide software and support services, for its proprietary software, for CLIENT Program during said term(s) and said CLIENT will not be allowed to add additional programs or software to CLIENT'S site without prior written consent from SMASH.
3. SMASH reserves the right to verify that CLIENT is operating in all compliance requirements outlined in the agreement, Terms of Service and Disclosure Statements. The laws outlined in these documents govern the legal operation of the system. If CLIENT uses terminology or correspondence that guarantees returns, offers investment opportunity, employment offerings or misrepresents the pure intent of the system, SMASH will notify CLIENT via written correspondence to cease the action or actions in violation.
 - a. If CLIENT does not comply with said action or actions within 48 (Forty Eight) business hours of notification, SMASH will immediately transfer ownership of CLIENT member database and Operating components to SMASH.
 - b. SMASH, at its sole discretion, has the authority to modify, merge, sell, stop, close, shut down, or otherwise cease providing the SMASH Media Match, software and services.
 - c. SMASH, at its sole discretion, may reinstate said software and services upon written verification that compliance issues have been resolved.
4. Dispute Resolution will be resolved through binding arbitration of any controversy or claim arising out of or relating to this document. In the event an irreconcilable dispute arises pertaining to the Agreement, then either party may provide notice to the other party of intent to arbitrate said dispute.
 - a. Within 15 (Fifteen) days of said notice, each party shall designate a person to act as an arbitrator, and within a reasonable but urgent time thereafter, a third neutral arbitrator shall be selected by the first 2 (Two) arbitrators. After their appointment, the 3 (three) arbitrators shall promptly hold an arbitration hearing at a mutually convenient and prudent location and shall make an award within 30 (thirty) days after the date such hearing is completed, unless the parties extend in writing the time in which the award may be made.
 - b. At the hearing, the arbitrators shall allow each party to present its case, evidence and witnesses, if any, in the presence of the other party. The arbitration award shall include a provision for the payment by a breaching party of all costs and expenses of the arbitration including, without limitation, the payment of reasonable attorney's fees, expert witness fees, travel fees, and the fees of the arbitrators, as the arbitrators deem just. Where not inconsistent with the terms hereof or the laws of the State of Utah & Delaware, the Commercial Arbitration Rules of the American Arbitration Association shall apply.
5. Warranties: SMASH will disclaim any and all warranties, express, implied or otherwise, with regards to its software, including warranties of performance for a particular purpose, and/or merchant ability, whether expressed, implied or statutory, and whether relating to title and/or non-infringement. SMASH will agree to fix, repair or amend any software issues that are related to the original software package should the software fail; however SMASH will not be held responsible for any losses that may occur due to software or system failure.

6. Indemnification: CLIENT agrees to indemnify SMASH and hold it harmless from any and all costs, claims, suits, charges or allegations relating in any way to CLIENT's use of the software. CLIENT agrees that it will in the first instance, handle and settle or otherwise resolve any and all claims, charges, etc., whether criminal or civil, relating in any way to the software and any of its uses as made by CLIENT.
7. CLIENT agrees that it will reimburse SMASH for any and all expenses and costs it incurs in defense of itself against any and all claims, suits, charges, etc. that may be brought against SMASH arising in any way from CLIENT's use of the software outside of its designated specifications and requirements as permissible by SMASH.

PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS:

1. CLIENT must implement and abide by SMASH's requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to products and operations:
 - a. Confidential Information. CLIENT, the Principal Owners, Guarantors, Officers, Directors, Members, Managers, Partners, Employees or Agents, or any other individual or entity related to, or controlled by, CLIENT may not, during the term of this Agreement or thereafter, disclose, copy, reproduce, sell or use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by SMASH, any Confidential Information. For purposes of this Agreement, "Confidential Information" means the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding SMASH that is valuable and secret in the sense that it is not generally known to SMASH's competitors and any proprietary information contained in the manuals or otherwise communicated to CLIENT in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of SMASH, as the content of this Agreement and any other document executed in connection with this Agreement. Any and all confidential Information, including, without limitation, proprietary secret formulas, methods, procedures, suggested pricing, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating CLIENT. SMASH may require that CLIENT obtain nondisclosure and confidentiality Agreements in a form satisfactory to us from any persons owning a minority interest in the franchisee, the Principal Owners, and other key employees. CLIENT must provide executed copies of these non disclosures upon SMASH's request. Notwithstanding the foregoing, CLIENT is authorized to disclose the terms of this Agreement to any lender providing CLIENT financing or leasing space.
 - b. Exclusions: The protections and restrictions in this agreement as to the use and disclosure of Confidential Information shall not apply to any information which the CLIENT can show:
 - i. is, at the time of disclosure hereunder, already published or otherwise publicly available; or
 - ii. is, after disclosure hereunder published or becomes available to the public other than by breach of this Agreement; or
 - iii. is rightfully in the Receiving Party's possession with rights to use and disclose, prior to receipt from the Disclosing Party; or
 - iv. is rightfully disclosed to the Receiving Party by a third party with rights to use and disclose; or
 - v. No Right of Use.
 - c. Nothing contained in this agreement shall be construed as conferring upon CLIENT any right of use in or title to Confidential Information received by it from SMASH, other than as expressly provided herein.
2. CLIENT acknowledge that CLIENT is an independent business and responsible for control and management of their organization, including, but not limited to, the hiring and discharging of employees and setting and paying

wages and benefits of employees. CLIENT acknowledge that SMASH has no responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related matters.

3. CLIENT must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of CLIENT's business.
4. Participation in Internet SMASH Sites or Other Online Communications.
 - a. CLIENT must be aware of SMASH's online marketing systems or other online communications as SMASH may require. SMASH has the right to determine the content and use of SMASH system.
 - b. CLIENT must maintain at least an active Enterprise Subscription in SMASH.
 - c. CLIENT may not separately register any domain name containing any of the Trade Marks nor participate in any site that markets goods and services similar to SMASH without disclosing those sites to SMASH. SMASH retain all rights relating to SMASH's site and intranet system and may alter or terminate site or intranet system. SMASH requests using <http://www.SMASHDomainNames.com> for purchasing domains, hosting or other web based services.
 - d. CLIENT acknowledge that certain information related to CLIENT in SMASH's site or intranet system may be considered Confidential Information, including access codes and identification codes. CLIENT's right to participate in SMASH's site and intranet system, or otherwise use the Trademarks or System on the internet or other online communications, will terminate when this Agreement expires or terminates.
 - e. System Modifications. CLIENT acknowledge and agree that SMASH has the right to modify, add to or rescind any requirement, standard or specification that SMASH prescribe under this Agreement to adapt the System to changing conditions competitive circumstances, business strategies, business practices and technological innovations and other changes as SMASH deems appropriate. CLIENT must comply with these modifications, additions or rescissions at SMASH'S expense.

Terms and Termination:

1. CLIENT is in default if SMASH determine that CLIENT or any organizational responsible party/member of the organization breach any of the terms of this Agreement or any other Agreement between SMASH and CLIENT. Without limiting the generality of the foregoing includes making any false report to SMASH, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to SMASH.
2. CLIENT or any organizational responsible party/member or any action that brings or tends to bring any of the Trademarks/Copyrights into disrepute or impairs or tends to impair SMASH's reputation or the goodwill of any of the Trademarks/Copyrights, any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against CLIENT or any Principal Owner or Guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.
3. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Agreement supersede any provision of this Agreement that is less favorable to CLIENT.
4. Termination by CLIENT. CLIENT may terminate this Agreement as a result of a breach by SMASH of a material provision of this Agreement provided that:
 - a. CLIENT provide SMASH with written notice of the breach that identifies the grounds for the breach; and
 - b. SMASH fails to cure the breach within 30 days after SMASH receipt of the written notice. If SMASH fails to cure the breach, the termination will be effective 60 days after SMASH's receipt of written notice of breach. SMASH's termination of this Agreement under this Paragraph will not release or modify Post-Term

obligations

5. Waiver of Punitive Damages. CLIENT and SMASH agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute between SMASH and CLIENT, each will be limited to the recovery of actual damages sustained.

GENERAL PROVISIONS:

The parties agree to the following General Provisions:

1. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.
2. Waiver/Integration. No waiver by SMASH of any breach by CLIENT, nor any delay or failure by SMASH to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed unable to enforce SMASH's rights with respect to that or any other or subsequent breach. Subject to SMASH rights to modify Appendices and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a written signed document by CLIENT and SMASH.
3. This agreement together with any addendum and appendices hereto and the application form executed by CLIENT requesting SMASH to enter into this Agreement constitute the sole Agreement between SMASH the parties with respect to the entire subject matter of this Agreement and embody all prior Agreements and negotiations with respect to the business. CLIENT acknowledge and agree that CLIENT have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of SMASH business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the aforesaid application.
4. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as noted below.
 - a. If intended for SMASH, addressed to: General Counsel - 10727 South River Front Parkway, Ste 275 - South Jordan, UT 84095.
 - b. If intended for CLIENT, addressed to: "See Signature Page"
5. In either case, as the intended party may change such address by written notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by the Control Person or, if on behalf of SMASH, in writing executed by SMASH Executive Officers or Corporate Council.
6. References. If the CLIENT is 2 (Two) or more individuals, the individuals are jointly and severally liable, and references to CLIENT in this Agreement includes all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.
7. This Agreement shall be construed and governed in all respects in accordance with the laws of Utah and Delaware in the United States of America and the Parties hereby submit to the jurisdiction of these courts.

SIGNATURE PAGE - IN WITNESS WHEREOF, the parties have duly executed this SMASH SOLUTIONS Media Network Partnership Agreement as of the Effective Date listed below. All notices pursuant to this Agreement shall be delivered to the persons set forth below at the addresses set forth below:

Print Name Title

Signature

Control Person Principle Owner

Company

Address

Phone Number

Email

Date

Print Name Title

Signature

Control Person Principle Owner

Company

Address

Phone Number

Email

Date

Print Name Title

Signature

Control Person Principle Owner

Company

Address

Phone Number

Email

Date

Print Name Title

Signature

Control Person Principle Owner

Company

Address

Phone Number

Email

Date

