



Phone: 801-810-7692 | Website: www.SmashYourCompetition.com Email: info@SmashYourCompetition.com

Profit Sharing Agreement between Person and Organization

Contract is documenting a person's purchase into a profit sharing pool of organization.

Agreement made this 13th day of July, 2012, by and between Smash Your Competition hereinafter referred to as "Organization", and signatory of this agreement hereinafter referred to as "Buyer". If the Buyer 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. Organization has engineered a sophisticated suite of 'Next Gen' state-of-the-art tools available anywhere! The system provides the most cutting edge, innovative and powerful online marketing communication advantage of any business tool available today!
2. Features Of This System Include but are not limited to the following:
 - a. Contacts: Our unique 'Next-Gen' contact manager will automatically attach all calendars, tasks, notes, documents, messages, phone calls, history and other pertinent information to every contact within your SMASH database. Each contact will also be assigned to a group and a network allowing you to quickly find and interact with your contacts.
 - b. Calendar: Our integrated calendar acts as your one-stop center for coordinating all appointments, meetings and important business events.
 - c. Tasks: The taskbar allows you to customize, prioritize, and edit your daily schedule easily and efficiently with an effective auto-reminder feature.
 - d. Notes: The note system, allows you to keep track of your important thoughts and integrate them into any other component
 - e. Campaign Manager: This powerful and comprehensive campaign manager synthesizes and integrates all of your email marketing campaigns, tasks and calendar items under one centralized system.
 - f. Video Email Platform Integration: The Video hotlink system gives you just-in-time integration to instantaneous video email creation allowing you personalized face-to face communications wherever and whenever you need it. Additionally, Video Email will be stocked with pre-recorded video email messages for every imaginable life event and special occasion. Used in conjunction with our powerful calendar feature, these Video emails are a great way to keep the personal component in your business relationships alive and healthy.
 - g. Conference and Call Feature: With the Conference and Call feature, you will be able to tell the world you are available to talk with or without video all in real time. No more lengthy games of email-tag. Speak to your prospects at exactly the right time – when THEY are curious.
 - h. Media Link: With the Media button, you give your prospects instant access to the media you choose to tell your story. Just load the media and allow your prospect a unique insight to your business model.
 - i. Specials. With the Specials component, you entice your prospects to take advantage of any programs, offers, or incentives you wish to offer or you can lease your space to our system for additional revenue.
 - j. Social Marketing Hub: Our system will be able to share postings and blogs to all Social Media sites with available API networks.
3. Organization has granted access to share in the profits of global revenues to a select group of individuals based on their marketing experience and level of excitement in the Smash Your Competition software.
4. In consideration of the foregoing and mutual covenants consideration below, Buyer and Organization agree as follows:



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DEFINITIONS

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

1. Buyer means the individual who has the authority to, and does in fact, actively direct business affairs in regard to Buyers affairs, is responsible for overseeing the general management of responsibilities and has authority to sign on all contracts and commercial documents. The Buyer is identified on the Signature Page of this Agreement.
2. "Gross Revenue " includes the total commissionable revenues and receipts from subscriptions, membership fees, advertising, products, services trainings, and select merchandise sold under any of the Smash systems. Gross Sales excludes sales taxes if any.
3. "System" means all Smash Your Competition connected sites, which consists of Programmed Software, artwork, designs, color scheme, signage, equipment, supplies, materials, business techniques, marketing resources, methods and procedures together with sales promotion programs, all of which Organization may modify and change from time to time.
4. "Agreement" means this document, the Organization Terms Of Service, Disclosures and operating procedures. Buyer is responsible to know and abide by all laws and compliance requirements within their operating jurisdiction.
5. "Trademarks" means the Organizations 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 Organization as they may modify and change from time to time, and the trade dress and other commercial symbols used in Organization. Trade dress includes the designs, color schemes and image Organization authorize Buyer to use in the operation of Marketing efforts from time to time.
6. ENTIRE AFFILIATE AGREEMENT. This Affiliate Agreement constitutes the entire Agreement between Organization the parties relative to the subject matter contained herein, and all prior understandings, representations and Agreements made by and between both parties relative to the contents contained in this Agreement are merged into this Agreement.
7. VOLUNTARY NATURE OF THIS AGREEMENT. The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with any counsel of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms. The parties further agree they will research the laws, compliance requirements within their local jurisdiction to successfully manage, operation and develop their Profit Sharing Plan.

PROGRAM OVERVIEW

Organization has developed a proprietary technology for the setup, design, marketing and business operations of an incredible marketing suite focused on increasing effective communications. Organization sells to Buyer, and Buyer purchases from Organization 1 (One) share of a 15 (Fifteen) percent profit sharing pool of Smash Your Competition system.

The Price, Terms and conditions are outlined in detail below:

1. Purchase Price:
 - a. The price to be paid by Buyer to organization for 1 (one) share of a 15 (Fifteen) percent profit sharing pool for a purchase price of \$1,000 (One Thousand) US.
 - b. Buyer agrees to maintain the minimum monetized active membership package in organization. (We estimate that the Minimum Membership package cost will be approximately \$20.00 - Twenty Dollars - per month).
2. Delivery of share and payment of purchase price:
 - a. Upon signing of Profit Sharing Agreement this document will serve as certificate of the 1 (one) share of a



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15 (Fifteen) percent profit sharing pool.

- b. The purchase shall be paid in accordance with the following terms.
 - i. The sum of \$1,000.00 (One Thousand) shall be paid upon signing and acceptance of this agreement.
 - ii. The funds may be sent via Alertpay, Paypal or certified funds.
- c. The Buyer agrees to hold an active membership account with Smash Your Competition. If at anytime the active membership goes inactive the Buyer will have 15 (Fifteen) days to reactivate the account before the 1 (one) share will automatically revert back to the organization without notice and this agreement will no longer remain in effect. The \$1000 (One Thousand) will not be returned.

3. Details Of Profit Sharing Program:

- a. The profit sharing plan is offered to a limited and select group of individuals. The limited number of participants will be capped based on the funding amount needed to design, develop and launch Smash Your Competition.
- b. Members of the Profit Sharing Program have been selected for their marketing abilities, experience and excitement to participate in Smash Your Competition revolutionary marketing system and suite of communication tools. .
- c. Buyers profit sharing compensation will be as follows:
 - i. Upon the Smash Your Competition system going live our accounting department will begin calculating the profits from users of the system each month.
 - ii. A commissionable revenue system snapshot will be taken on the last day of every month. This will be used to calculate the profits of the company.
 - iii. Once the totals have been calculated and verified payment will be issued to members of the profit sharing plan via delivery method agreed to by Buyer and Organization.
- d. Each Member of The Profit Sharing Program may participate in development of a wide array of components of the system. All Designs, Concepts, Plots, Photos, and Paperwork remain the property of Organization unless written authorization is given. At no time can the Buyer take, use, or claim any rights, ownership, or use of any Designs, Concepts, Plots, Photos, or Paperwork in any way without the express written permission of Organization. This includes, but not limited to: Internet, Print, Radio, Broadcast, or any Other media used to convey any part of the services that may or may not have been contracted for by the Buyer.

TERMS AND CONDITIONS OF AGREEMENT

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 Affiliate 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. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.
3. Waiver/Integration. No waiver by Organization of any breach by Buyer, nor any delay or failure by Organizations 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 Organization rights with respect to that or any other or subsequent breach. Subject to Organizational 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



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Buyer and Organization.

4. This Agreement constitute the sole Agreement between Organization and Buyer and embody all prior Agreements and negotiations with respect to the business. Buyer acknowledge and agree that Buyer have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of Organizational business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the foresaid application.
5. 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, electronically or by a reputable overnight service or deposited in the United States mail, service or postage prepaid and addressed as follows on the Signature Page
6. 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 Organization, in writing executed by Organization or Corporate Council.
7. This Agreement shall be construed and governed in all respects in accordance with the laws of Utah in the United States of America and the Parties hereby submit to the jurisdiction of these courts. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Affiliate Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
8. If buyer chooses to sell the purchased share. Buyer must allow first right of refusal to organization before selling shares to any third party. Buyer needs to be notified in verified written form no less than 60 days before the share will be available for purchase.
9. To the extent allowed, the parties waive any law, which would render any provision of the Agreement unenforceable. The unenforceability of any provision in any jurisdiction shall not render it unenforceable elsewhere and shall not render the rest of the Agreement unenforceable.
10. Litigation. In the event any person or entity improperly uses or infringes the Trademarks/Copyrights or challenges ownership of the Trademarks/Copyrights, Organization will control all litigation and Organization 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. Buyer must promptly notify Organization of any such use or infringement of which Buyer is aware or any challenge or claim arising out of use of the Organizations Trademarks/Copyrights. Buyer must take reasonable steps, without additional compensation, to assist Organization with any action undertakes. The Agreement may only be changed by a signed written agreement of the parties.
11. A waiver by any party of any term or condition of this Agreement, whether in writing, by course of conduct or otherwise, shall be valid only in writing, by course of conduct or otherwise, shall be valid only in the instance for which it is given.
12. The section headings herein are only for convenience and do not affect the terms or provisions of this Agreement.
13. This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original.
14. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine, and the feminine shall include the masculine, whenever the context so requires. The word "including" shall mean "including but not limited to."
15. The Agreement shall benefit and be binding upon the parties' heirs, personal representatives, successors and permitted assigns.
16. The parties' respective obligations, covenants, indemnities, representations and warranties in this Agreement shall survive the closing unless indicated otherwise by their express terms.
17. Best Efforts: The parties shall exercise their best efforts, in good faith, to fulfill the purposes of this Agreement, and agree to fully cooperate with each other to that end.
18. Further Instruments: The parties shall execute any other documents and take any other action that may be



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necessary to reasonably required effectuating the purposes and provisions of this Agreement.

19. Assignment: Neither party may assign any rights or obligations hereunder without the other party's prior written consent.

IN WITNESS WHEREOF, Organization, the undersigned having signed names this on the below mentioned date. All notices pursuant to this Agreement shall be delivered to the persons set forth below at the addresses set forth below:

_____			_____		
Buyer Signature		Date	Organization Signature		Date
_____			_____		
Print Name		Title	Print Name		Title
_____			_____		
Physical Address			Physical Address		
_____			_____		
City	State	Zip	City	State	Zip
_____			_____		
Mobile Phone		Alternate Phone	Mobile Phone		Email Address
_____			_____		
Email Address		Skype			

SSN or FIN		Date Of Birth			

Profit Sharing Preferred Payment Method					