

LEVEL 1 INDEPENDENT BUSINESS OWNER AGREEMENT

THIS LEVEL 1 INDEPENDENT BUSINESS OWNER AGREEMENT (this “**Agreement**”), shall be effective as of December 28 2012 (the “**Effective Date**”), and is by and between:

- (i) Realty4corners International, and
- (ii) SMASH solution, LLC (formerly known as Smash Your Competition), a Utah limited liability company (the “**Company**”).

RECITALS

- A. WHEREAS**, the Company has engineered a feature-rich online marketing toolset or System (as defined in Section 7), the features of which are further described under Exhibit A hereto.
- B. WHEREAS**, the Company desires to retain the services of the undersigned as a Level 1 Independent Business Owner (“**IBO**”), based on IBO’s marketing expertise, skills, experience and abilities, to facilitate the distribution of the System, subject to the terms and conditions set forth herein.
- C. WHEREAS**, the Company desires to award IBO with the right to participate in the Company’s Quarterly Profit Sharing Pool.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Appointment as Level 1 IBO

(a) The undersigned is hereby appointed to serve as a Level 1 Independent Business Owner, with respect to the distribution of the Company’s System, subject to the terms and conditions hereof. For so long as this Agreement remains in effect, the undersigned’s title shall be “Level 1 Independent Business Owner”, and the undersigned shall not be entitled to refer to himself, herself or itself under any other title in the course of conducting business relating to the Company or furthering the distribution of the System. As a Level 1 IBO, the undersigned shall not hold an equity stake or membership interest in the Company, but shall own and operate his, her or its own business to further the distribution of the Company’s System.

(b) The undersigned represents that Level 1 IBO has paid the Company the amount of One Thousand U.S. Dollars (\$1,000) (the “**Fee**”) as consideration for the right to be appointed as a Level 1 IBO. If the Fee has not previously been paid, Level 1 IBO shall pay the Fee to the Company immediately upon signing this Agreement, with such funds to be sent via Alertpay, Paypal or certified check.

(c) In order to maintain the position of Level 1 IBO, the undersigned must maintain the minimum monetized active membership package in Company, as may be in effect from time to time and may change in the Company's discretion (the "**Minimum Membership Package**"). As of the date hereof, the Company estimates that the Minimum Membership Package cost will be approximately Twenty Dollars (\$20.00) per month. The undersigned agrees to sign up as an IBO on the Company's website and to hold an active membership account with the Company. If at any time IBO's membership goes inactive, the IBO will have fifteen (15) days to reactivate the account before the IBO position will be revoked. In the event the IBO position is so revoked, all accompanying privileges, including the right to participate in the Company's Quarterly Profit Sharing Pool, will be forfeited without notice and this Agreement will no longer remain in effect. In that event, the Fee of \$1,000 paid to the Company pursuant to Section 1(b) will not be returned to IBO.

(d) IBO and the Company agree that, in the event of a Corporate Transaction (an event defined in Section 7 affecting the Company's ownership or capital structure), the Company shall have the right (but not the obligation) to cash out IBO from his or her Founding Participant position by providing to IBO, within sixty (60) days after the completion of a Corporate Transaction: (i) written notice of the occurrence of the Corporate Transaction, signed by an executive officer or manager of the Company; and (ii) an amount of money equal to Ten (10) multiplied by the Fee. The Company shall use its commercially reasonable efforts to apprise the IBO in advance of a Corporate Transaction, once a pending Corporate Transaction has been approved by the Company.

(e) The undersigned agrees to:

(i) conduct business involving the Company with a high standard of professionalism and in a manner that reflects favorably at all times on the Company;

(ii) comply at all times with all legal requirements, regulations and good business practices in all applicable jurisdictions, including, without limitation, consumer protection laws and FTC regulations, in the conduct of its business and in the promotion of the Company; and

(iii) comply at all times with the Company's internal policies and procedures relating to the distribution of the System and appropriate protocols, as the same may be established, adopted and amended from time to time by the Company's management and communicated to the IBOs.

2. **Compensation**

(a) Profit Sharing. The undersigned Level 1 IBO shall have the right to participate in the Company's Quarterly Profit Sharing Pool, as outlined in further detail below.

(b) The Company agrees that the select group of IBOs, each of whom signs an agreement substantively the same as this Agreement (together, the “**Level 1 IBOs**”) shall collectively have the right to receive up to fifteen percent (15%) of the Quarterly Profit Sharing Pool that shall be established by the Company (administered quarterly, to the extent funds are available for distribution), subject to the terms and conditions set forth herein. The undersigned Level 1 IBO’s rights with respect to profit sharing shall be equal to those of each other Level 1 IBO.

(c) The Company’s Quarterly Profit Sharing Pool will generally be administered in the following manner:

- (i) Commencing upon the initial launch of the Company’s System, the Company’s internal accounting/finance department will calculate the amount of funds available for distribution under the Company’s Quarterly Profit Sharing Pool within thirty (30) days after the completion of each fiscal quarter.
- (ii) Once the amounts available for distribution have been calculated and verified following each completed fiscal quarter, payment will be issued through the payment mechanism available through the Company’s website or another payment method reasonably determined by the Company.

(d) The Level 1 IBO shall also be eligible for any other compensation made available to IBOs generally, as explained on the Company’s website once available or otherwise communicated to IBOs.

(e) Each Level 1 IBO may participate in development of a wide array of components of the System; provided, however, that all of the Proprietary Information of the Company shall remain the property of, and be owned by, the Company. All designs, concepts, plots, photos, intellectual property developed by the Level 1 IBO that relate to the Company and documents shall remain the property of Company unless written authorization is given. At no time can the Level 1 IBO take, use, or claim any rights, ownership, or use of any designs, concepts, plots, photos, documents or other Proprietary Information in any way without the express written permission of Company. This includes, but not limited to, use on the following media: 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 Level 1 IBO.

3. **Term of Agreement**

(a) **Term of Agreement.** The term of this Agreement shall begin as of the

Effective Date and continue until terminated pursuant to Section 3.

(b) Termination for Default. Should either party hereto default in the performance of this Agreement, the non-breaching party, at its own option, may after expiration of the applicable notice period specified below, terminate this Agreement by giving written notification to the breaching party. For purposes of this Section, default in the performance of this Agreement shall include, but not be limited to the following:

- (i) IBO's failure to maintain an active Minimum Membership Package; or IBO's failure to hold an active membership account with the Company for a period of fifteen (15) days without reactivating the account;
- (ii) IBO's failure to maintain compliance with applicable legal requirements and the Company's internal policies and procedures, which failure is not cured within thirty (30) days of notice; or
- (iii) failure by either party hereto to perform or observe any other material provision of this Agreement, which failure is not cured within thirty (30) days after receiving written notice of the default.

(c) Upon termination of this Agreement,

(i) IBO shall return to the Company or destroy (at the Company's option) all information and material relating to the System and any customer or account of the Company in the possession of IBO, including, without limitation, all Proprietary Information, product literature, advertising, promotional sales aids and other materials supplied to IBO by the Company.

(ii) IBO shall not make any statements or take any actions that might harm or interfere with the relationships of the Company or any of its Affiliates with any accounts or customer. Further, IBO shall cease immediately to represent that it is a Company IBO.

(iv) Neither the Company nor its Affiliates nor IBO shall be liable for lost profits or for incidental, consequential or punitive damages resulting from a breach, or the termination of this Agreement.

4. Relationship of the Parties

(a) **IBO SHALL HAVE NO AUTHORITY OR RIGHT TO (AND SHALL NOT) ENTER INTO ANY AGREEMENT (IN THE NAME OF OR ON BEHALF OF THE COMPANY) BINDING UPON COMPANY.** Only an authorized executive officer of the Company shall have such authority and right.

(b) IBO enters into this Agreement as, and shall continue to be, an independent consultant. In no circumstance shall IBO look to the Company as IBO's employer,

partner, agent, or principal. Neither IBO nor any employee of IBO shall be entitled to any benefits accorded to the Company's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay.

(c) IBO, and not the Company, shall be responsible for obtaining, at IBO's expense and in IBO's name, disability, workers' compensation, or other insurance as well as licenses and permits applicable to IBO or usual or necessary for IBO to perform the services. IBO shall maintain professional liability and any other applicable insurance to cover the services in such amount and upon such terms as if customary and appropriate. IBO shall pay, when and as due, any and all taxes incurred as a result of IBO's compensation, including estimated taxes and payroll taxes. IBO indemnifies the Company and each of its Affiliates for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by them, arising from IBO's breach of this provision. For purposes of this Agreement, an "Affiliate" with regard to a specified person or entity, shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or entity.

(d) IBO and the Company shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services or to maintain accurate records.

5. Place and Manner of Work

(a) IBO understands that the work or services performed by IBO relating to the Company (the "**Services**") must coordinate with the Company's established protocols and security requirements and may from time to time need to be performed at the Company's premises.

(b) IBO represents that IBO has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the Company. IBO shall be solely responsible for the professional performance of the Services.

(c) IBO shall and does hereby indemnify, defend, and hold harmless the Company, and the Company's officers, directors, stockholders and representatives, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees and costs, that the Company may incur or suffer and that result from, or are related to, any material breach or material failure of IBO to perform any of the representations, warranties, and agreements in this Agreement; provided, however, that IBO shall not be liable for lost profits or for incidental, consequential or punitive damages.

6. Proprietary Information; Non-Solicitation

(a) IBO shall maintain in confidence and shall not directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to the Company, whether or not it is in written or permanent form, except to the extent necessary to perform the services contemplated hereunder. The obligations on Proprietary Information extend to information belonging to customers and suppliers of the Company about whom IBO may have gained knowledge as a result of performing the Services.

(b) The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, recipes, creations, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business or activities; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by IBO for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to IBO; or (6) result from my access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials"). All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company and its Affiliates, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. IBO shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that IBO otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, IBO agrees to assign to the Company, without further consideration, IBO's entire right, title and interest in and to each and every such Subject Idea and Invention.

7. Definitions

(a) "Corporate Transaction" means the first of the following to occur after the Effective Date:

(i) Acquisition of Controlling Interest. Any Person (other than Persons who are employees at any time more than one year before a transaction) becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act of 1934),

directly or indirectly, of equity securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities. In applying the preceding sentence, an agreement to vote securities shall be disregarded unless its ultimate purpose is to cause what would otherwise be a Corporate Transaction, as reasonably determined by the Company's Managers.

(ii) Merger. The Company consummates a merger, or consolidation of the Company with any other corporation unless: (a) the voting securities of the Company outstanding immediately before the merger or consolidation would continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; and (b) no Person (other than Persons who are Employees at any time more than one year before the transaction) becomes the beneficial owner, directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities.

(iii) Sale of Assets. The equity owners of the Company approve an agreement for the sale or disposition by the Company of all, or substantially all, of the Company's assets.

(iv) Recapitalization. There is a recapitalization or reclassification of the Company's equity structure, including a stock split, reverse stock-split, stock dividend of over 10% of the Company's then-outstanding equity, or another event that the Company's managers in their reasonable discretion determine to constitute a recapitalization of the Company's equity structure.

(b) "Intellectual Property" means (a) all past and present copyrights, registered or unregistered; (b) trademarks, service marks, trade dress, trade names, and logos, which are federally registered, state registered, unregistered, and any common law rights attaching thereto, as well as all goodwill generated by and associated therewith; (c) domain names and websites; (d) product design, and specifications; (e) computer software and programs; (f) trade secrets and other confidential or proprietary information; (g) research and development, data, formulas, know-how, business methodologies, price lists, market studies, business plans, customer and supplier lists, sales and promotional literature and related materials, and advertising and marketing concepts; (h) any patents, patent applications, and other inventions, including all processes, software, machines, systems, manufactures, products, and compositions of matter, and any other invention, whether patentable or not, and any continuing rights deriving therefrom, including continuation patents and applications, continuation-in-part patents and applications, divisional patents and applications, reissue patents and applications, and other patents and applications, and any foreign counterpart patents and applications; and (i) all other intellectual property rights of any kind that the Company owns or uses in its business and all statutory or common law protection obtained or obtainable thereon; as well as all licenses or

other agreements (including amendments and other modifications) relating to the Company's use or license of technology, know-how, processes or the Intellectual Property.

(c) "Person" means any natural person, association, trust, business trust, cooperative, corporation, general partnership, joint venture, joint-stock company, limited partnership, limited liability company, real estate investment trust, regulatory body, governmental agency or instrumentality, unincorporated organization or organizational entity.

(d) "Quarterly Profit Sharing Pool" shall mean a pool of funds for distribution to eligible Level 1 IBOs, Company employees and consultants, to the extent available, which shall be calculated quarterly by the Company in its sole discretion, and which shall constitute the last line item in the Company's Income Statement appearing immediately above the final determination of "Net Income" or its equivalent in the Company's financial statements.

(e) "Proprietary Information" means all information pertaining in any manner to the business of the Company, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of IBO's general knowledge prior to its relationship with the Company; or (iii) the information is disclosed to IBO without restriction by a third party who rightfully possesses the information and did not learn of it from the Company. This definition includes, but is not limited to, (A) Intellectual Property, including techniques, development tools, software, code, processes and formulas; (B) information about costs, profits, markets, sales, customers, and bids; (C) plans for business, marketing, future development and new product concepts; (D) artwork, designs, color scheme, signage, equipment, supplies, materials, business techniques, marketing resources, methods and procedures together with sales promotion programs; and (E) information on the Company's employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by the Company for use by IBO are Proprietary Information and are the property of the Company.

(f) "System" means the Company's web-based software toolset, displayed on a proprietary dashboard, which integrates and utilizes a number of online tools and functionalities in a proprietary manner, including all related software, databases, intellectual property, technology, websites and Proprietary Information and technology, all of which the Company may modify and change from time to time.

8. Miscellaneous Provisions

(a) Assignment; Successors and Assigns. IBO agrees that it will not assign, delegate, transfer, or otherwise dispose of any of the rights or obligations under this Agreement without the written consent of the Company. Nothing in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets, or the assignment by the Company of this Agreement and the performance of its obligations hereunder to any successor in interest

or any Affiliate of the Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

(b) **Entire Agreement.** The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. **Any prior agreement, written or oral, by and between the Company and the IBO with regard to profit sharing, the subject matter hereof or any other subject matter is hereby terminated.** IBO acknowledges and agrees that IBO has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the Company's business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the foresaid application.

(c) **Voluntary 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. Each party agrees to research the laws, compliance requirements within their local jurisdiction to successfully manage, operation and execute their duties and obligations hereunder in compliance with applicable law.

(d) **Amendments; Waivers.** This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by the parties hereto. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of any term, covenant or condition, nor shall any waiver or relinquishment of that right or power be deemed a waiver of any other or subsequent failure.

(e) **Severability; Enforcement.** If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as apply to other persons, places, and circumstances shall remain in full force and effect, and such provisions shall be enforced to the fullest extent consistent with applicable law.

(f) **Governing Law.** Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by and

construed in accordance with the law of the State of Utah, without giving effect to its law regarding the conflict of laws.

(g) **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

(h) **Notices.** Except as otherwise expressly provided herein, any notice or payment required or permitted to be given or paid shall be deemed duly given or paid only if personally delivered or sent by United States mail and shall be deemed to have been given when personally delivered or two (2) days after having been deposited in the United States mail, certified mail, return receipt requested, properly addressed with postage prepaid. All notices or demands shall be effective only if given in writing. For purposes hereof, the addresses of the parties hereto (until further notice of a change thereof is given as provided in this section) shall be at the addresses set forth on the signature page hereto.

(i) **Headings.** The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(j) **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute a single agreement.


9. **Acknowledgment.** The parties acknowledge that (i) they each have had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand this Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any promises or representations other than those contained in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Level 1 Independent Business Owner Agreement as of the Effective Date.

COMPANY:

BY: SMASH SOLUTION, LLC

Signed: 
Name: JJ Utich
Title: Manager

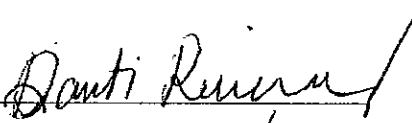
Physical Address: 10806 S. Riverfront Pkwy Ste 313
South Jordan, UT

Phone: 801-984-7362

Email: NA

Skype: NA

IBO:

Signed: 
Name: Danti Rivera /

Physical Address: 5401 S. Kirkman Road Suite 310
Orlando, FL 32819

Phone: 407-849-4685

Email: danti@reality4cornersintl.com

Skype:

SSN: 26-1808997

Date of Birth: 10/7/63

Preferred Payment Method:

[Signature Page]

EXHIBIT A

Description of SMASHsolution System

The features of the Product 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.