

**INDEPENDENT CONTRACTOR BUSINESS CLUB PRESIDENT AGREEMENT  
COMMISSION-FEE BASED COMPENSATION AGREEMENT- CONTRACT-**

**Expires 12.31.2015**

**[www.CEOspaceInc.com](http://www.CEOspaceInc.com)**

***This agreement subject to Arbitration.***

This is a CEO Space International, Inc., Club President (CP, Regional Manager or business Club Manager used interchangeably hereafter) a commission-only work for hire contract between CEO Space International, Inc., a Florida corporation (hereinafter referred to as "CEO Space" and the undersigned (hereinafter referred to as "You") which takes effect only upon your signing of this Agreement and the Agreement being cosigned by an authorized representative of CEO Space. This Contract expires automatically 12:00 noon CT on December 31, 2015, unless renewed earlier by mutual consent in writing. You and CEO Space promise to comply with all terms and conditions expressed herein such that no policy or communication between the parties may be deemed binding if at any time such instruction violates or contradicts state or federal guidelines to maintain this contact in the limited context of work for hire independent contractor relationship and no implication of any other intention or agreement between the parties may exist now or in the future.

**SECTION I – APPOINTMENT**

1. By this Agreement, CEO Space appoints You as a work for hire contractor, and You accept the limited appointment to solicit sales of educational products and no other service or product for CEO Space and on behalf of CEO Space as an independent sales representative under a work for hire contract. You will be compensated solely by fee commission in accordance with Section III. You will also assume the duties of providing weekly educational services benefiting small business owners using CEO Space films and instructional material each week as a community service. Fees for advanced educational products (seven day residency trainings for small business known as the Forum) will constitute the only compensation for all service provided by the work for hire contractor.

2. In accepting an appointment with CEO SPACE, You agree: a) to make no misleading or deceptive statements and explain all relevant facts in dealing with prospective or current CEO SPACE educational products; b) to distribute only advertising materials previously approved in advanced in writing by CEO Space for compliance (including those created by you and other contractors, with pre-approval from CEO Space required in all instances); c) to conduct weekly Preview events which follow company brand outlines for such events, formats of film showing, grad sharing, speaker introductions wherein all speakers are previewing CEO Space product and

service exclusively with no side lessons, educational content or presentations provided, cooperative networking, and closing coaching sessions. You agree that Previews may not be modified as to format or content by the contractor; d) to promptly deliver to CEO Space completed enrollment contracts for CEO SPACE educational events and all tuition payments as received in any form without co-mingling the payments with your personal money or bank accounts as any co mingling constitutes civil and criminal violation of this contract agreement; e) to inform your product sales director, if any (also an independent contractor with CEO Space) and to mail in all leads and orders promptly to CEO Space the day they are received by email web site without exception or by fax at your discretion as to the reporting form; f) to return promptly all materials and samples provided by CEO Space to CEO Space upon termination of this contract and to cease all network contract of a direct or indirect basis upon termination of this contract with or without cause. No right to subcontract exists under terms of this agreement although overrides for sponsored sub contracts may be paid by CEO SPACE at its published fee schedule while contractors remain in good standing with CEO Space and its business club educational system.

3. You promise You will not: a) incur any liability or expense on behalf of CEO Space; b) represent a competitive company or product line either within or outside the U.S. during the term of this Agreement and for a period of three (3) years thereafter or contract with any other CEO SPACE contractor faculty member or network member in the sale of other products or services while this contract remains in force and for a period of three years following termination of this contract. You will specifically not have the legal authority to bind CEO SPACE in any context to any agreement or obligation as an independent contractor and use of CEO SPACE logo or identity is reserved for a case by case release which may or may not be granted depending upon circumstance. Contractors are free to make their own web sites to conduct their business within the legal compliance of all state and federal authorities for which they are solely responsible, vary their weekly educational functions with wide personal discretion, and without influence or control by CEO Space, and to otherwise conduct their day to day business without influence direction or control from CEO Space or any other CEO SPACE contractor. Contractor will buy and pay for their own materials without any requirement by CEO Space to make such purchases all of which are elective to the contractor.

4. You understand that social networking is an open market and that no protection for prospects is implied in "meet up" or any social networking environment, such that the only rule application is that "prior contract and consistent contact over 120 days" protects the Club President for their prospects with existing relationship and no other protection exists as to territory or account "right entitlement". Club Presidents are paid to deliver funded signed contracts to CEO SPACE as a service for which compensation is exchanged.

5. It is agreed and stipulated weekly Previews will follow posted policy as to format and deviation from the global format is not permitted by the contractor when hosting weekly previews.

6. It is agreed speakers for weekly Previews must be trained by tele-conference prior to each talk such that all talks follow CEO SPACE formats, and talk topics preview full membership in CEO SPACE such that no other training, workshops, or brand extensions may be permitted inside a CEO SPACE weekly event which is limited free community service networking and preview of the full membership in CEO SPACE educational communities.

7. It is stipulated independent contractors are self employed, set their own work hours, employ their own brand strategies for web sites, work environment, meeting environment with wide individual flexibility to execute the business they are developing as self employed business owners executing this no fee license, and contractors agree to faithfully adhere to company policy related to weekly preview format and related policies for conducting the business when the brand is utilized. Club Presidents may not use the CEO SPACE format or business model to promote any form of side business or activity including coaching or consulting to the prospects who are not full members such that full membership is the only product that may be offered to third party non members by the Club President.

8. It is agreed Club Presidents will preclude members from offering any product to nonmembers, by employing signs and statements of policy that make full members “mentors for nonmembers” who may not be solicited for services until the decision to join the membership is made. All participants agree to make new prospective members “safe” from solicitation until their membership in full has been finalized.

## **SECTION II – INDEPENDENT CONTRACTOR**

1. **NO EMPLOYER-EMPLOYEE RELATIONSHIP:** This Agreement creates an independent contractor relationship between You and CEO Space. Nothing in this Contract shall create an Employer-Employee relationship between You and CEO Space. You have no authority to hold Yourself out as a CEO Space employee or take any action contrary to your status as an Independent Contractor. You agree to abide by all federal, state and local laws, regulations and rules pertaining to your status as an Independent Contractor. You further agree you may not now or at any time in the future file any unemployment or other claims with state or federal agencies, which would be based on your claiming to be an employee of CEO Space. You agree to pay all state federal and local taxes on contractor income received from CEO Space including income and self-employment taxes and you further agree to obtain all necessary business licenses required by your state(s) of operations or residence. You may not now, or in the future represent yourself in a manner (including on any legal form or filing or in any third party credit application) as “employed” by CEO Space or an “employee” of CEO Space.

Contractor warrants they are self-employed and that all such representations will reflect the self-employment status of the contractor. It is understood the contractor may have numerous other contracts, and non-competing income relationships of which CEO

Space is another contract to the work for hire provider. The engagement is limited in nature as to time, terms, and work responsibilities. CEO Space is held harmless and indemnified from any claims arising out of contractor third party discussions, negligence by the contractor to meet their legal and related obligations and for any real or imagined liability now or in the future that may occur from work for hire activities of the contractor, that remain unsupervised by CEO Space including prepayment of collection fees in matters of dispute related to this contract to CEO Space including prepaid legal costs which benefit to CEO Space in areas of dispute may not be cross claim or dispute such pre-payment of collection costs including legal as all such grants and entitlements are absolute to CEO Space without limitation under terms of this contract.. CEO Space shall be held harmless and indemnified from any contractor business dealings undertaken at CEO SPACE educational classes with third party with the stipulation by the contractor CEO SPACE has no involvement knowledge or influence over such self dealings by the contractor from time to time. The engagement of the contractor is limited to educational products being offered and no other extension of service may be implied now or in the future.

This contract may be modified from time to time and all clauses and agreements posted therein are binding upon the parties, such that the Club President is required to know the current contract version, to check online to note when updates are posted, and that final versions of the contract are by stipulation and agreement binding upon the parties without recourse claim to the contrary from the date such posting is noticed to the field wherein no further notification is legally required to create legal addendums or final contract form save for such notification. Resigning the contract is not required as original stipulations upon signing specifically agree that the parties remain bound to all updates such that any update that is not acceptable to the contractor must be noticed by contract termination within 72 hours of posting or all terms and conditions are deemed binding as to the master contract form upon the parties, without possibility for later dispute or contest to any clause or term so updated.

**2. MANNER AND MEANS OF WORK CONDUCT:** You decide when and where, as well as the manner and means by which You conduct your work activities with the stipulation weekly educational community service programs will be offered by the contractor to small business owners in consideration of receiving higher income from CEO Space. You acknowledge that You set your business hours and none of your work is to be performed on the business premises of CEO Space in Florida nor does CEO Space have any reporting accountability or knowledge of the contractors work routine day-to-day nor is such routine in any context supervised or directed by CEO Space International, Inc. and its employees. CEO Space's sole function is the production of educational curricula and the delivery of educational lesson plans to small business owners and no other claim related to CEO Space may be made. Contractors stipulate they do not participate in the development or delivery of the CEO Space educational lesson plans to small business.

Club Presidents agree to execute their service delivery in the highest standards of community service and advancement of local entrepreneur development benefiting communities worldwide.

3. **PERSON AND BUSINESS RESPONSIBILITY:** You shall be responsible for and pay all expenses and fees incurred by You, including but not limited to, your business overhead (including but not limited to office and meeting space, equipment, office supplies, supplies from the home office, tuition, telephone and facsimile machines). You are responsible for and shall pay all taxes, license and application fees, duties, assessments and other governmental charges, now or in the future, related to carrying out your obligations under this Agreement and on payments made to You by CEO Space. No claim against CEO Space related to legal compliance, payment of contractor taxes including business permits and legal compliance, may be made now or in the future as by stipulation such responsibilities are the contractors and the contractors alone

### **SECTION III – COMMISSION, PAYMENT, FORM 1099S**

1. **COMMISSIONS:** You will receive a commission set forth in current fee policy (which is incorporated herein by reference as if fully written) for Club Presidents (CP or CPs) when full educational tuitions paid by the prospective customers are deposited by CEO Space in Florida. Fee Commission policy and schedules are posted in dated fee schedules published by CEO Space, are incorporated herein and made a part of this agreement by reference, and are subject to change at the sole discretion of CEO Space and its management at anytime.

On refunds to customers on whom a commission has already been paid, the commission shall be deducted from future commissions to be paid to the contractor by CEO Space. In the event there are no further commissions to be paid, the Contractor will pay back the commission on returns and cancellations. The contractor will return commissions paid to them when called upon to do so for any cancelation of an enrollment by a consumer when such cancellations takes place within 180 days of the enrollment process and such return of commissions paid will be made within 72 hours of a request to do so. All fees related to collection of such outstanding returns regardless of cause or reason will be paid by the contractor including legal fees as may be required at full personal guarantee of individual contractors as individuals. Any advance made to a contractor BY CEO Space will be offset by withholding of future fee and commissions at CEO SPACE Discretion until such advances are retired in full. In the event a contractor is terminated without standing balances owed to CEO Space all such balances will be paid within 72 hours of termination by the contractor. All collections costs related to collecting outstanding balances plus reasonable interest and business interruption fee's will be prepaid by the contractor should they be incurred by CEO Space without right of dispute by the contractor. Contractor will have no rights to future fee or commission income when this contract is not in good standing. No assignment or resale of this contract is permitted without CEO SPACE written permission.

2. **PAYMENT OF COMMISSION:** It is agreed payment of all fees will be paid by Debit Card, which will be issued by CEO SPACE following contract execution, and that said Debit Card may be used by CEO SPACE as the sole payment method, noting a monthly charge paid by the Club Contractor will be made of approximately \$ 5.00 for the service, which provides instant credit of fees paid. In all other instances CPs will be liable for bank wire fees, overnight and shipping and handling fees which will in each instance exceed the Debit Card handling fee. CEO SPACE and contractors agree CEO SPACE shall have sole discretion on method and form of payment and Club Presidents agree by this contract to pay all related monthly charges when debit cards are issued by CEO SPACE to their account by the bank agent providing the debit card service. All other fees will be paid by CEO SPACE related to this service.

It is agreed if the contractor is terminated or ceases to perform their duties and this contract is thereupon terminated, all outstanding commission returns or sums owed to CEO SPACE will become due and payable with all customary late fees, interest payments at market rates and collection costs including investigations, court fees, attorney and related costs without limitation, and all such sums will be due and payable upon thirty days notice by email from CEO SPACE to the contractor, after which time all sums are payable with late fees and interest. It is stipulated all invoices presented by CEO SPACE will be due and payable without right of dispute in such instances, and that each and every item will be deemed an outstanding legal debt to CEO SPACE from the contractor at the date such final invoice is presented.

3. **FEDERAL FORM 1099:** You will receive a Form 1099, for income tax purposes, each year from CEO Space reflecting the amount of net Commission posted to your account for the period beginning January 1 through December 31 of the current year. Payment of federal and state income tax is the sole responsibility of the contractor and CEO SPACE will be held harmless and indemnified from any failure of the contractor to make such payments. No claim may be made now or in the future such responsibility was in any context the responsibility of CEO Space International, Inc.

#### **SECTION IV – CONTRACT CANCELLATION, EFFECT, & REVOCATION OF AUTHORITY**

1. **CONTRACT CANCELLATION WITHOUT CAUSE:** This Contract may be canceled without cause by: a) either party sending written notice of cancellation to the other at the addresses set forth herein with a minimum 120 day notification, or b) upon your death or disability. Cancellation of this Agreement under a) above, is effective upon receipt of said notice or five (5) days following mailing of same, whichever is earlier. No party may take actions that would impair or undermine the good will of the other in the market. Contractors agree in the event of contract termination all contact with the CEO SPACE network will cease in any form without prior written permission to exclude this contract clause in case by case terminations.

Contractor must provide 120 day (two class cycles) notification of intent to leave CEO SPACE. Club Presidents must exit Club Duties by retaining a replacement, and training the replacement to assume duties when exiting a club position. Failure to perform this function entitles CEO SPACE to \$ 1000.00 per day stipulated damage penalties, for a period of 120 days during which period the club may be “down” or inoperative, plus all collection legal investigative and related business damage costs without recourse to the contractor.

**2. CONTRACT CANCELLATION WITH CAUSE:** This Agreement cancels immediately with cause, as determined by CEO Space, in its sole discretion, upon the occurrence of any of the following: a) your violation or breach of any provision of this Agreement; b) your engaging in any activity recognized as unfair trade practices by federal, state, or common law; c) your doing anything to damage the goodwill or business reputation of CEO Space; d) your breach of any other written agreement made between You and CEO Space; e) your refusal to reply in writing and provide requested information to CEO Space as to your knowledge of any inquiry, within 3 days of notice to You sent by facsimile email or overnight delivery or within 5 days of CEO Space’s mailing notice to You of having received inquiry from a state administrative authority or past and present client of CEO Space, at CEO Space’s sole discretion, require your cooperation in responding; f) your misappropriating CEO Space’s Proprietary Information and/or use CEO Space Proprietary Information to the detriment of CEO Space; or g) your taking any action to compete with CEO SPACE educational programs in the market place.

In determining cause for termination CEO Space shall use its sole discretion in gathering facts and information and shall notify You of the termination of this Agreement for cause. CEO Space further reserves the right to suspend your authority under this Agreement during any period of a pending investigation of acts or omissions, which might provide a basis to terminate this Contract for cause. During such investigation period, CEO Space will accept no new sales orders from You and any commissions payable to You will be retained by CEO Space pending the outcome of CEO Space’s investigation. CEO SPACE may hold due commissions due as offset to expenses when such conditions occur.

You agree to preclude competing with CEO SPACE in the area of small business education products within a 300 mile radius for a period of 36 months following contract termination. Breach of the no compete clause will evoke a temporary restraining order to preclude such acts in any form which the contractor having access to CEO SPACE trade secrets agrees are confidential, contractually agrees by this clause to keep confidential, and therefore will accept such restraining orders without contest or reply as a stipulated consent of this contract. No cross solicitation of any kind to other contractors may be made by individual contractors in the CEO SPACE network without instant termination. Contractors will be free to conduct any non competing business activity with non contractors in the CEO SPACE network at their discretion without notice to CEO SPACE of any kind. It is agreed such non competing business activity may at no time distract other contractors from their educational enrollment duties or

negatively impact club growth in other locations or systems operated by CEO SPACE from conducting their business activities. Contractor agrees to take no action that would negatively impact the successful growth of the CEO SPACE educational resource system to small business anywhere in the world.

**3. EFFECT OF CANCELLATION ON COMMISSIONS:** Upon termination of this Agreement your rights to receive Commissions from CEO Space shall terminate. You will be paid for any outstanding Commissions due less any expenses, advances, returns or adjustments due to CEO Space. This provision shall apply regardless of the length of time that this Agreement has been in effect or renewed. A final accounting will be provided within thirty days to the contractor by CEO Space via email and the final accounting will be paid by the party owing such balances within 72 hours of receipt of the final accounting.

It is agreed if the contractor is terminated or ceases to perform their duties and this contract is thereupon terminated, all outstanding commission returns or sums owed to CEO SPACE will become due and payable with all customary late fees, interest payments at market rates and collection costs including investigations, court fees, attorney and related costs without limitation, and all such sums will be due and payable upon thirty days notice by email from CEO SPACE to the contractor, after which time all sums are payable with late fees and interest. It is stipulated all invoices presented by CEO SPACE will be due and payable without right of dispute in such instances, and that each and every item will be deemed an outstanding legal debt to CEO SPACE from the contractor at the date such final invoice is presented.

**4. EFFECT OF CANCELLATION ON CEO SPACE MEMBERSHIP:** Upon termination of this Agreement your right as a member to access the CEO Space network by attending weekly meetings, attending Forum classes or returning for the free weekend or to otherwise access the CEO Space network is suspended for a period of 180 days from the date of termination. If contractor was not a member at the time of the termination, that is, came to class only at the CP Rate each time, the opportunity to obtain membership in CEO Space is suspended for 180 days from the date of termination. The Chairman, at his discretion, may waive, in writing, enforcement of this clause for good cause shown. At a minimum, however, a terminated contractor must have a cooling off period of at least one class cycle in which the contractor may not engage in networking at any CEO Space event.

**5. INJUNCTIVE RELIEF:** You understand and agree a breach of this Agreement including those items set out above, may result in irreparable harm to CEO Space that cannot be measured exactly and for which there may be no adequate remedy at law, and You agree that CEO Space, shall have the specific right to enforce the provisions of this Agreement through injunctive relief and shall be entitled to recover all legal fees and expenses incurred and where requested by CEO Space to a court of law fees are deemed prepaid to CEO SPACE as estimated and may not be challenged at some later

date providing such fees do not exceed \$ 1,000 a day as a stipulated damage clause the parties hereby agree to as a protection to CEO Space and its other contractors.

6. **REVOCATION OF AUTHORITY:** Cancellation of this Agreement, with or without cause, revokes your authority to act on behalf of CEO Space in any manner. The termination of this Agreement by CEO Space shall not affect a release or waiver of any rights CEO Space has under this Agreement. All contact with the CEO SPACE network will cease upon contract termination unless otherwise provided for in writing by CEO Space and no contest to this clause may be made by the contractor now or in the future.

## **SECTION V – CONFIDENTIALITY AND PROPRIETARY RIGHTS**

1. **PROPRIETARY RIGHTS:** All written, video, audio, Web, and oral information (“Information”) provided to CPs are the sole proprietary property of CEO Space and shall remain the sole property of CEO Space and in many instances be considering “trade secrets” including, but not limited, to the CEO SPACE pay plan and its methods of working with its contractors. You have no right to distribute, modify or otherwise use the Information except as approved by CEO Space. Upon your termination, You agree to return, upon request, all unused Information in your possession to CEO Space and to cease the use and distribution of CEO SPACE Information immediately. No contact to CEO SPACE network members (small business owners, contractors, faculty and employees of CEO SPACE) may be made by the contractor following termination without prior stipulation by CEO Space and any unauthorized contact will evoke the temporary restraining order stipulated consent by the contractor to CEO SPACE when such unauthorized contact takes place in violation of this termination and proprietary rights protection clause.

Contractors are highly paid self employed business owners, contracted to develop the business assets (student members) of CEO SPACE INTERNATIONAL, Inc. These student members are trade secret assts of CEO SPACE INTERNATIONAL, Inc., and are the exclusive Intellectual Property and property of CEO Space. Communications to these student members other than CEO SPACE approved information are precluded. Contractor agrees that mailings of third party products services, including email or any promotion of any third party event that is not an authorized CEOSPACE event, is precluded by contract. Third parties may not market or otherwise distribute (outside normal networking) products or services from the front of Preview rooms. Contractors are charged to protect and to enforce company policy and to exclusively extend company brand products to consumers in their markets. Without obtaining prior written permission from CEO Space International, Inc., contractors may not market to CEO Space prospects or members other goods or services in their market for a period of three years from contract termination.

It is agreed and stipulated prior written authority must be provided for contractor to transmit any mailing electronic or otherwise to the private IP data base of CEO SPACE INC. including CPs, faculty, directory parties, or prospects in a CP market area. It is agreed all prospect sign-in forms must be faxed the next business day to customer

service at the following fax number: [insert number]. Prospect forms must be marked by category: returning grads, new prospects, fund busters, and other categories for the company confidential, trade secret database. Contractors are paid to develop database for the corporation through weekly preview meetings.

It is agreed the execution of this document permits CEO SPACE unlimited rights to due diligence on background, litigation history, and related credit and reputation histories that may affect the corporate brand by the contractor; the contractor must disclose any pending litigation, judgments, bankruptcies, or threatened litigations that may directly or indirectly affect the CEO SPACE brand, with full recourse, hold harmless and indemnification by the Club President for any and all damages related to their individual work for hire independent contractor activities past present or future without limitation.

2. **CONFIDENTIALITY:** You agree to keep all Information, business trade secrets, sales and marketing techniques and any other training materials or information provided to You by CEO Space (the "Proprietary Information") as strictly confidential and You are not to communicate such Proprietary Information to third parties without the express written consent of CEO Space which may be withheld in its sole discretion. Each contractor will sign enrollment contracts when attending CEO SPACE educational programs and all agreements contained in such contracts will remain in full force and binding upon the parties and may not be contested by stipulation of this clause at some later date.

## **SECTION VI – SCHEDULE AMENDMENT AND MISCELLANEOUS PROVISIONS**

1. **ENTIRE AGREEMENT:** This Contract which incorporates the manual constitutes the sole and only agreement of the parties, regarding the solicitation of sales for educational product orders for CEO Space for Fee Commission only, and correctly sets forth the rights, duties and obligations of each party in their entirety. Any prior contracts, agreements, promises, negotiations or representations, whether oral or written, not expressly set forth in this Agreement are of no force or effect and are superseded and replaced by this written contract agreement. Any modifications of this Agreement must be in writing, signed by You and an authorized representative of CEO Space's home office, except CEO Space may, at CEO Space's sole discretion, amend and modify the commission schedule referred to above. Amendments are effective for new sales written ten (10) days after such amended schedule(s) are posted to the CP Support site. This Agreement is not assignable by You.

2. **INDEMNIFICATION AND HOLD HARMLESS:** You agree to indemnify and hold harmless CEO Space for all costs, expenses, and attorney fees CEO Space may incur in recovering from You any property or refunds on commissions belonging claims for balances owed to you or due CEO Space . You agree to indemnify and hold harmless CEO Space for any claim, loss, expense, cost or liability that CEO Space may incur resulting from Your breach of this Agreement, violation of any law or regulation or failure to comply with any court order. You specifically hold CEO SPACE harmless and indemnify CEO Space for any liability of any kind that may arise from your third party

self dealings over which CEO SPACE has no influence or control with the stipulation CEO SPACE is not a party to any third party dealings the contractor may undertake from time to time.

3. **SEVERABILITY:** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then all parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement will not be affected by the declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

4. **SURVIVAL:** Sections I.3, IV.5 and V will survive the termination or expiration of this Agreement.

5. **WAIVER:** No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of this Agreement or any of its provisions.

6. **NOTICES:** Any notice required under the terms of this Agreement must be in writing. Any such notice will be deemed delivered (a) on the day of delivery in person; (b) five (5) days after deposit in first-class registered mail, return receipt requested; (c) one (1) day after deposit with an overnight courier; (d) on the date sent by facsimile, if confirmed by first-class mail; or (e) on the date sent by email, if confirmed by first-class mail; in each case properly posted and fully prepaid to the appropriate address set forth at the beginning of this Agreement.

7. **LIMIT OF AUTHORITY:** Both parties are independent contractors and this Agreement does not constitute either party as the legal representative of the other for any purpose whatsoever. Neither party has authority to assume or create any obligation whatsoever, expressed or implied, on behalf of, or in the name of the other party, nor to bind the other party in any manner whatsoever.

8. **ARBITRATION:** In the event any dispute shall arise with regard to the performance or interpretation of any terms of this Agreement, all matters in controversy shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association (AAA). Both parties expressly agree to be bound by the decision of the arbitrator and accept any decision of the arbitrator as a final decision of the matter in dispute; and the award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. Each part shall bear its own costs and attorney fees plus one half the cost of arbitration. The parties agree that all arbitrations shall take place in Tarpon Springs, Florida and the laws of the State of Florida. It is agreed and understood between CEO Space and You that Your contract does not and is not intended to; give CEO Space the power or right to control the material details of the work You perform in

connection with Your Contract. You, as an Independent Contractor and, as intended by Your Contract and the parties, have the sole and exclusive power to control the detail of Your work.

9. **INTELLECTUAL PROPERTY:** The work for hire contractor agrees that trade secret information including all names and addresses of the CEO Space Membership and their email information, the names and addresses of its work for hire contractors, and their email information, the content of the lesson plans offered in any form by CEO Space to the public, the marketing systems pay plans and methods as a proprietary confidential system, all copyright protected materials, Super Teaching as a patented technology and exercises such as SNAP, CATCH, SWAP, CAP and related unique curriculum exercises all constitute trade secret information that may not be disclosed to third parties without expressed written authorization from CEO Space. Contractor agrees their image and likeness including sound and video recordings are released in perpetuity without subsequent claim or right to CEO Space for any and every use at CEO Space exclusive discretion including broadcast rights without limitation from this date forward and all times while this contract remains in force.

It is agreed the execution of this document permits CEO SPACE unlimited rights to due diligence on background, litigation history, and related credit and reputation histories that may affect the corporate brand by the contractor; the contractor must disclose any pending litigation, judgments, bankruptcies, or threatened litigations that may directly or indirectly affect the CEO SPACE brand, with full recourse, hold harmless and indemnification by the Club President for any and all damages related to their individual work for hire independent contractor activities past present or future without limitation.

10. **WORK FOR HIRE LIMITATION:** The contractor is a work for hire service provider and as such agrees to take no action to compete, or to take any act, including reproduction by email, orally, to press, to membership or in any form that may or would negatively impact CEO Space goodwill in the small business educational market, or otherwise represent seminar provider companies, during the term of this engagement and for a period of three years following this agreement. CEO Space will be entitled to damages should the contractor violate this provision including collection costs without recourse or limitation. Contractors learn substantial trade secret information related to the seminar industry and such information may not be used, disclosed to third parties, or otherwise handled in other than a protected manner, now or for three years from termination of this agreement, such that CEO Space may recover any and all business damages that flow from a breach of this clause.

Work for hire contractors agree to keep all CEO SPACE trade secret information confidential as a responsibility of this contract Contractors agree they will not market now or in the future MLM products within the CEO Space entrepreneur membership as a matter or membership service quality control. Contractors may offer non-competing products and services of a non-MLM nature to the membership with prior consent from CEO Space. Contractors authorize CEO Space to seek, without contest, court

restraining orders should this clause be violated such that all costs to secure such court orders will be paid by the contractor including damages for business interruption, goodwill, lost opportunity, and tort as shall be deemed to apply without restriction, and such other actions or damages as a court of law shall so affix. Should any part of the non-compete language of this clause be deemed invalid in a court of law all remaining terms and conditions of the strict confidentiality related to trade secret and the remaining clauses related to non-compete will apply and remain binding within this legal contract. CEO Space enters into the work for hire relationship with the non-compete agreement and warranty of the work for hire contractor as a key consideration exchanged for this agreement which may not be modified without the consent of the parties.

In witness of the provisions of the Agreement as described above, this agreement consisting of thirteen pages executed in duplicate, You and CEO Space affix below your signatures. **THIS AGREEMENT SUBJECT TO ARBITRATION.**

YOUR SIGNATURE		DATED	
PRINT NAME			
ADDRESS		SSN	
		PHONE:	
		CELL:	
		FAX:	
EMAIL:			
DOING BUSINESS AS			
BY OFFICER FOR CEO SPACE		DATED:	
3030 STARKEY BLVD * SUITE 270 * NEW PORT RICHEY * FL 34566 * 256.850.4700			

CEO SPACE INTERNATIONAL, INC.

*We will not quit until you win!*