



## AREA FOUNDER MEMBERSHIP AGREEMENT

**DATE:** May 15, 2018

### THE PARTY OF THE FIRST PART,

Equity & Help, Inc located at 600 Cleveland St. Suite 780 Clearwater, FL 33755, USA and, (hereinafter “the Company”) represented by Jaime Gomez as its Senior VP of Expansion.

### AND THE OTHER PART,

Mr. Brett Leavitt & Frances Mouser of legal age, living in \_\_\_\_\_, acting on his own name (hereinafter, “The Founder”). He could establish a corporation of which he will be the main shareholder and the director to operate his corporation.

Both parties mutually recognize their ability to be bound by the terms of this Agreement and,

### ATTEST

- I. That the Company is a company dedicated to providing a hands-free investment system backed up by Real Estate and it is interested in expanding to other markets.
- II. That the Founder is interested in performing the promotion management of the Company, providing his knowledge and professional experience in real estate and marketing in his area.
- III. That they have reached an agreement for the promotion of the company system, which will be governed by the following clauses:

#### 1. AGREEMENT PURPOSE

The purpose of this Agreement will be to establish a team, in the assigned territory, to promote the products and services of the Company, as it is specified in the Appendix 1 of this Agreement, using all the available tools of the company and developing other tools that require investments to establish and expand the company in the assigned location.

#### 2. EXCLUSIVITY AND TERRITORY

The Founder will exercise his activity just for the Company in the territory established in the Appendix 2 of this Agreement and he cannot perform his activity outside the territory that has been assigned, except he has the written authorization of the company. The clients can be in any part of the world but the exclusivity is related to the residency of the international freelance agents.

### **3. NO COMPETITION COMMITMENT**

Unless written authorization from the Company, the Founder cannot sell or represent any product that has a direct competition with the products of the Company. For this purpose, the Founder state that, on the date this Agreement is signed, he does not represent any company that is a direct competition with the products and services of the Company. The not competition commitment will be maintained during the term of this Agreement and 4 years more after its completion.

### **4. FACILITIES, EQUIPMENT AND PROMOTIONAL MATERIAL**

The Founder can install and maintain offices with a high quality to serve the international freelance agents in the area. The Founder will develop promotional material (catalogs, brochures, product sheets, etc.) that will support the company's expansion. The Company must approve this material, before their distribution. The Founder will distribute this material to potential customers and he will be responsible for any damage.

The Founder will develop and maintain a team needed to attend to the needs of the company's expansion on the area.

### **5. NEGOTIATION OF THE OPERATIONS**

The Founder cannot negotiate transactions, without having the authority to conclude contracts on the Company's name, or legally compel it; he shall be limited to inform customers of the sales conditions established by the Company and represent it to generate forms for customers' account opening.

### **6. FOUNDER'S COMPENSATION**

The Founder will be paid for the establishment and development of the international freelance agents in the area, so they promote the products of the Company and expand it, both activities will be remunerated as detailed in the 7th clause of this agreement. The Founder will get fees for those operations that are arranged by his team of international freelance agents. The Customer Base generated by the Founder and his team for the company is of the company, however, the company will pay the marketing fees according to the 7<sup>th</sup> clause of this agreement when a client from the agent's customer base acquires products listed in Appendix 1 of this agreement during its duration and renewals, as long as the Founder is in compliance with this agreement.

### **7. FOUNDER FEE CALCULATION**

*Worldwide account opening forms made by California International Freelance Agents*

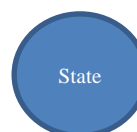
State founder fee is \$700 per non-performing Trust acquired by agent's customer base  
State founder fee is \$200 per performing Trust acquired by agent's customer base

*International Agent's memberships:*

- A. The Founder will earn a percentage of the annual paid value by international agents in his area according to Example A.

**EXAMPLE A:**

**\$ 1,000 Paid to the Company by agent**



**15%**

Regardless of the indicated founder fees, the Founder will earn bonuses based on goals assigned by the company when it is required by the company.

**8. FOUNDER FEE PAYMENT DATE**

The founder fee payment will be always done within 10 business days from the transfer of the beneficial interest of the trust to the agent's customer base.

**9. FOUNDER'S MEMBERSHIP VALUE AND EXPANSION INVESTMENTS**

The payable founder's membership value is in \$127,221 dollars, which the Founder will pay on the following dates:

Six months from the signature of this agreement: 50% of its value.

After that, five monthly payments of 10% each.

If paid in full at six months from the signing date, the value will have a 25% discount.

The whole amount must be warranted with a promissory note from Founder.

Plus, Founder will invest in the development and establishment of international freelance agents and marketing for his area, then the company will analyze the achievement of the goals of the 11<sup>th</sup> clause of this agreement to renew it.

**10. AGREEMENT DURATION**

The duration of this Agreement is 3 years, from the date of the signature and it may be extended, if it is necessary, by agreement of the parties, based on the analysis of both sides, for lower or higher periods.

**11. EXPANSION GOALS**

The Founder must comply with the following production goals for the renewing of the agreement:

- First Year: 20 qualified and funded Account opening forms (AOF)
- Second Year: 30 AOF
- Third Year: 40 AOF

**12. INDEMNIFICATION**

The Founder will indemnify the company for any illegal act generated by him that negatively affect the reputation or development of the company. A professional arbitrary will calculate the

amount of the compensation, and using the logic of the damage, will determine the compensation, which may not exceed the founder membership value of this agreement.

The Founder will indemnify the company if he terminates this agreement and he doesn't complete the development goals of the founder membership in the territory. The amount of the compensation will be the duplicate of the founder membership value; \$127,221 dollars plus the founder membership value.

The Founder will be entitled to indemnification according to the increase in the customers, in the event of an early termination of the Agreement by the Company and if such termination is not for his failure to comply with the legal and contractual obligations. The amount of the compensation will be the invested by the Founder in the membership minus any investment done by the company in the support of developing his area.

## **15. APPLICABLE LAW AND COMPETENT JURISDICTION**

The Parties will endeavor to resolve with a negotiation any dispute, controversy or claim between them related to this Agreement.

If the dispute can't be solved using a direct negotiation the Parties will do: A resolution by an arbitration company located in Clearwater, FL, USA. If the dispute can't be solve using the arbitration company both parties will comply with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, applied by one or more arbitrators in accordance with that regulation. The place of the Arbitration will be the company offices, and the procedure must be performed in English. Intermediation costs will be shared equally between the agent and the company.

## **16. LANGUAGE & MISCELLANEOUS**

The full text of this Agreement and its related documents, including the Appendix have been written in English, being the only authentic text.

RightSignature.com act as proof of the valid signatures, both Parties have signed this Agreement, digitally, using the legality and validity of RightSignature.com systems.

This Agreement is valid on the effective date contained in its header.

An officer of the Company and the Founder sign it.

The Company in 600 Cleveland St. Suite 780 Clearwater, FL 33755, USA on May 15, 2018  
and the Founder in \_\_\_\_\_ - USA on May 15, 2018

By and on behalf of the Company

Founders

\_\_\_\_\_  
Jaime Gomez  
Senior VP of Expansion  
**Equity & Help Inc.**

\_\_\_\_\_  
Brett Leavitt & Frances Mouser

## APPENDIX 1. PRODUCTS

(1<sup>ST</sup> AND 4<sup>TH</sup> CLAUSES)

- A. Equity & Help Hands-Free system.
- B. International Freelance Agent memberships.
- C. Funded Account Opening Forms

## APPENDIX 2. INTERNATIONAL FREELANCE AGENTS TERRITORY (State of California)

(2<sup>ND</sup> CLAUSE)

