

AGREEMENT WITH ABS SOLUTIONS INC, FOR MARKETING & SALES OF
ABS-SMS SOFTWARE APPLICATION

General Provisions

The law that will govern this agreement will be the State of Massachusetts law of USA. The mandatory provisions that guide commercial interest groups in the State of Massachusetts.

1. Sales Representative

That the two parties agree to the following provisions;

2. Creation of Engagement

As of.....DD/MM/YYYY....., the representative agrees to enter into an agreement for the purpose of operating a business known as: Sales Representative for the marketing of ABS-SMS.

3. Nature of Business

The agreement will consist of the following business activities:

- i) Provide training
- ii) Provide work materials
- iii) Publicity materials (Flyers and posters)

4. Compensation

Option 1: (No Funding)

ABS-SMS SALES Compensation Plan					
Ways to Create Income					
Comissions					
Bonuses					
Residual Income					
Incentives					
Category	Partner	Partner+	Premium	Premium+	Gold Partner
Number of Accounts	<3	>3<6	>6<12	>12<20	>20
Commission	10%	15%	20%	25%	30%
Bonus	\$25	\$100	\$200	\$400	\$1,000
Residual(Monthly)	1%	1.50%	2.5%	3.5%	5%
	Brand				
	1 Keepfit	2 KeepFit	New	50%	Round Trip
	Smart	Smart	Smart	Vacation	Vacation to
Incentives	Watch	Watch	Phone	paid for	anywhere

Option 2: (Funding)

Partner	Partner+	Premium	Premium+	Gold Partner
<3	>3<6	>6<12	>12<20	>20
7%	12%	15%	20%	25%
\$0	\$50	\$120	\$200	\$450
1%	1.50%	2.5%	3.5%	5%
	Brand			
1 Keepfit	2 KeepFit	New	50%	Round Trip
Smart	Smart	Smart	Vacation	Vacation to
Watch	Watch	Phone	paid for	anywhere

5. Management of Business

The Sale Rep will have the following management powers and responsibilities:

- i) The Sales Rep will be the primary point of contact with the client.
- ii) Manage accounts (direct feedback support).

- iii) Do periodic follow ups and checks to ensure the account is up to date and in good standing.
- iv) Training and orientation of the product.
- v) Sales Rep will not receive any sort of monetary compensation from the client. He/she will ensure financial transactions are done using the appropriate means.
- vi) Sales Rep will be a liaison between ABS Solutions and client

6. Termination of Agreement

- Death of one the Sales Rep.
- End of the agreement.
- Incompetence of performing sales representative duties.
- Resignation or withdrawal from the agreement by the sales rep.
- Expel by ABS due to misconduct.
- ABS Solutions files for bankruptcy.
- The Sales Rep agrees to dissolve the agreement.
- If one party acts in illegality the applicable law will be applied.
- If one party cannot meet up with the economic purpose of the agreement.
- A Sales Rep has made it impossible to carry on the business.

7. Sales Reps Protection Clause:

- ABS Solutions will always protect the right of its representatives, abiding to and in compliance with all applicable laws.
- ABS Solutions will respect all privacy policies with respect to the privacy laws in place.
- ABS Solutions will operate in a fair and transparent manner ensuring all financial obligations and reporting are met and disclosed with the Sales Rep according.
- The Sales Rep has every right to approach ABS Solutions Inc in circumstances that is evident that they are not being treated fairly.
- ABS Solutions will provide all materials, training and guidance necessary for Sales Rep to be successful. (Flyers, Poster, Software)

8. Dispute Resolution:

If a dispute arises under this Agreement, the parties agrees to first try to resolve the dispute with the help of a mutually agreed-on mediator. The parties will share any costs and fees other than attorney fees equally. If it is impossible to arrive at a mutually satisfactory solution, the parties agree to submit the dispute to binding arbitration in the same city or region, conducted on a confidential basis pursuant to the US, Massachusetts commercial law. If in case arbitration does not provide a solution, then the party aggrieved can take legal action.

9. Amendment of Agreement

This agreement can be amended by ABS Solutions after the written consent to the Sales Rep.

10. Signatures

ABS SOLUTIONS INC,

SALES REPRESENTATIVE

Name: _____

Name: _____

Signature

Signature

Date: _____

Date: _____

Address: _____

Address: _____

Identification card # _____



