

**PMBMARKETING LLC EZ REFERRAL NETWORK
MARKETING REPRESENTATIVE
AGREEMENT**

PMB Marketing, LLC ("PMB") with offices located at 3401 Route 66, Neptune, NJ 07753 and Independent Marketing Representative _____ ("REP") with offices located at, _____ in consideration of their mutual conditions and promises contained in this Agreement, agree as follows:

1. Nature of Relationship

REP shall be an independent contractor (and not as an employee), authorized as an agent to market and sell PMB's EZ Referral Network ("EZ Referral") automobile sales referral program on a non-exclusive basis in the territory defined in Exhibit "A" attached and in accordance with PMB's policies and procedures as revised from time to time in PMB's sole discretion. REP may not claim to be an employee or officer of PMB and has no authority to obligate PMB or to make any promises or provide any inducements to prospective customers.

REP is free to exercise his/her own judgment in determining when, how and to whom he/she markets EZ Referral, and who and how REP recruits other representatives. REP may choose the time, place and manner of making sales and recruiting sales representatives, and shall conform to state law and regulations and PMB's policies regarding these activities. REP waives all rights under state law applicable to the employees of PMB, including without limitation, workers' compensation, unemployment insurance, FICA payments, a salary, tax withholding and health, retirement or other fringe benefits.

2. Representative's Services.

REP shall:

- Market and sell PMB's EZ Referral program to automobile dealerships pursuant to and in accordance with the policies and procedures of PMB.
- Use only such advertising and marketing materials as shall be approved in advance by PMB.
- Perform all sales activities with integrity and in accordance with PMB's policies of treating all customers with respect and courtesy.
- Comply with all policies of PMB and all laws applicable to the solicitation and sale of the EZ Referral program.
- Indemnify and hold PMB harmless from all claims, damages, and expenses, including attorneys fees and costs, that arise out of or in any way relate to the REP's marketing and sale of the EZ Referral program, including but not limited to, failure to comply with local, city, state and federal laws.

3. Term.

The term of this agreement is one (1) year. This agreement, however, will automatically renew for additional one year term(s), unless the REP provides PMB with written notice of its intent to terminate the agreement no later than ninety (90) days prior anniversary date of the agreement. Nonetheless, PMB may terminate this Agreement with respect to a REP at any time without prior notice and without cause in its sole discretion. Provided that REP is in compliance with all terms and obligations under this Agreement, it shall be entitled to receive all compensation and service signed accounts in which it is entitled up to and through the date of the termination of accounts.

4. Compensation.

Rep shall be compensated by PMB in accordance with the fee schedule annexed hereto as exhibit "A". All compensation will be due and paid by the 25th of each month for all programs that are listed on Exhibit "A" that are in effect prior to the close of business the month immediately preceding and for which all related costs have been paid to PMB.

The compensation paid pursuant to this Section 4 shall constitute the total compensation for services performed under this Agreement. REP shall be responsible for all expenses incurred by REP, or REP's sub-REP's, in the performance of its duties as detailed in this Agreement. Termination of this Agreement shall not release REP from REP's duties under this provision. PMB will have the right to offset amounts owed to REP with monies owed PMB by REP.

5. Non-Disclosure of Confidential Matter.

REP will not at any time, except as authorized by PMB, copy, publish, disclose, or authorize anyone to copy, publish or disclose any confidential matter relating to any aspect of the operations or proprietary information of PMB or any other matter concerning PMB's operations. REP will safeguard and protect from review, analysis, or copying by unauthorized persons all manuals, programs, customer lists or other information which is provided to REP by PMB under this Agreement. REP shall not disclose the private affairs of PMB, or any secret information he/she may acquire with respect to PMB's affairs. REP agrees to promptly return all materials of information provided by PMB to the corporate office upon the termination of this Agreement. The provisions of this section will survive the termination of this Agreement.

6. Mediation of Controversies.

If a dispute arises out of this contract, and if it cannot be settled by the parties, the parties agree first to try to settle the dispute by mediation administered by any mutually agreed upon mediator pursuant to the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). If they do not resolve the dispute within 60 days, then,

upon notice by either party to the other, all disputes, claims, questions or differences shall be finally settled by binding arbitration administered by any mutually agreed upon arbitrator (or if none can be agreed upon, then by the AAA) pursuant to the Commercial Arbitration Rules of the AAA. In any such proceeding, must take place in Monmouth County, the State of New Jersey. Additionally, REP agrees not to initiate or participate in any class action proceeding against PMB, whether in a judicial or mediation or arbitration proceeding, and REP waives all rights to become a member of any certified class in any lawsuit or proceeding.

7. General.

This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, written or oral, express or implied, pertaining to the subject matter hereof. The provisions of the Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of PMB. The waiver of any party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof will continue to be fully effective. This Agreement will be deemed to have been executed and delivered within the State of New Jersey and the rights and obligations of the parties will be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey.

8. Notices

All notices, demands or communications regarding this Agreement shall be written, signed by the party serving the same, and sent by facsimile or deposited postage prepaid in the United States Postal Service as certified mail with return receipt requested to the following address:

If to PMB:
PMB Marketing LLC
14 Ocean Avenue
Monmouth Beach, NJ 07750
Attn: CEO or President
Phone: 732 922 1050

If to REP:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year hereinabove first set forth below.

EZ REFERRAL MARKETING REPRESENTATIVE

By:_____

Name and Title:

Date:

PMB MARKETING LLC

By:_____

Name and Title:_____

Date:_____

Exhibit A

Compensation

EZ Referral Network

One time set up fee per dealership	\$
Monthly license fee	\$
Per sale income	\$

Territory