**An Agreement To Mentor**

PRO-EXCHANGE MENTORING AGREEMENT

INCLUDING SWEAT EQUITY PROGRAM (a means to reimburse services)

This agreement dated the \_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_ 2021, by and between Professional Exchange Associates and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned **Mentee**:

WITNESSETH

In consideration of their mutual covenants and agreements the Undersigned **Mentee(s)** and **Mentor** hereby agree as follows:

We'll collaborate on a means to store data, assess interactions, track leads, automate processes and provide an intelligent work flow. We'll do our best to provide solutions that integrate the following into a unified framework… since you're interested in using these training sessions to layer over and deploy on your own resources, networks and developments, this will help narrow and segment the information to be tailored to your business plan.

**Here are your expressed goals:**

I want to do something for myself; I just can't work for anyone else. So I want to build my own company here in India.

I have interest in communicating, Negotiation, marketing and sales, so I will pursue something in this field. I want to learn lead generation for a starter and then closing in leads, and email marketing.

**How to approach our content**:

Here are this arrangement's basic expectations;

1) Prepare a 1st use case around a likely or preferred customer.   
 2) Create an inbound voice mailbox, also inbound sms and email automations.

3) Build an outbound messaging string around 1st use case.  
 4) Prepare a walk-through demonstration, this can be a powerpoint, or question and answer form flow, or survey style (such as typeform).

5) Start collecting likely prospects, search industry niche in linkedin search, instruct in how to secure the contact info and load into your contact center.

6) Plug your system in and launch!  
 7) Go to bed.  
 8) Monitor and respond to responses.   
 9) Analyze results, correct weaknesses, refine processes, perfect and prepare for campaign #2

Notwithstanding any term or condition subsequently agreed to, the **Mentee** shall be entitled to receive training and **supplied infrastructure** and use personally and for the conduct of business and to retain all data and contact information in security and privacy. **Mentee** shall enjoy the privileges and possessions on the **supplied infrastructure,** retaining a similar status as that of the staff of the **Mentor** enjoys. The platform shall be used only by the **Mentee** and by members of the **Mentee's** immediate team. The platform will not be used, or allowed to be used, for any unlawful purposes or for any purposes deemed hazardous by the **Mentor**.

**Mentee** fully understands and agrees the mutual commitment of both **Mentee** and **Mentor** and agrees to perform the tasks listed below, in increments described, as a condition of the free access, and use of, the training and **supplied infrastructure** as per this agreement, and will retain access and use of the **supplied infrastructure** as a condition of completing said tasks as described below.

If for any reason the platform tasks cannot be completed in a reasonable and timely manner, it will be the responsibility of the **Mentee** at his expense to cover the cost of the Mentoring, using a jointly agreed currency or legal tender. Consideration will be provided for a **partial work product**, and the proof of partial completion of services in trade, will be automatically quantified by an automated reporting means in terms of "Half Completed" or "Not Completed". In the case the automation returns "Half Completed" then half the **Mentor** reimbursement payment will be due in a jointly agreed currency or legal tender. In the case the automation returns "Not Completed", the full Mentor reimbursement payment will be due. No waiver of **Mentor** reimbursement will be granted during this process. If payment is not made within 5 days of due date then access to the **supplied infrastructure** will be restricted until payment is made. Mentors reimbursement is for commitment of 6hrs per month for 3 months of dedicated services, equaling $990.00 US. per month, or completion of provisos below. After the initial training period, ownership of supplied infrastructure can be maintained for $295.00 US. per month, or completion of provisos below.

**Following is a quantifier of the value of “services in trade”**

**To be credited in exchange for Mentor reimbursement:**

The services in trade credits are expressed by drawing down the amount owed as the two main work products are completed and reported through the automated reporting means mentioned above, (one detailed in an mms, and one detailed in a call or voicemail).

The platform on which the work product is performed and services provided is the: Multi-Network Framework, described as an open source Word Press multi-network implementation which enables associated partners to create web resources, memberships, directories, communication apps, & social platforms.

**Work Product 1**:

1. Load & enable templates or Divi Themes which will be highly functional, & cover the niches of potential users of our directories. These themes need, at the rudimentary or default level, to load with the one click concept, from the billboard of available niches at the users discretion.
2. Must interoperate effectively with our social and membership features.
3. Must expand to accommodate additional pages, and have upgrades that the user may purchase.
4. These themes must integrate well with our communication apps.
5. These themes must be able to receive plugins and I-frames to enable additional apps.
6. Also need a simple method of backing up the development and securing these advances, in a raid array or some other back up method.
7. Install and maintain a promotion or sales page describing features for visitors, using upviral plug-in.
8. Install and maintain a thank you page that delivers rewards /downloads using upviral plugin.
9. Develop a common membership area that maintains design features and a cohesive scheme with rest of network.
10. The membership area will contain the ability to browse the other business user's resources.
11. Develop a tiered version of a user’s site / profile, example: Plumbing and Heating Service Lite… can be upgrade through a captive portal or through buffet style add-ons to Plumbing and Heating Service High Function.

The rate and scope of monthly progress for **Work Product 1** can be broken up in the following ways; ***A)*** Load one Theme per month, ***B)*** add one element listed in bullet points to all themes or to site at large or, ***C)*** complete any two bullet elements, or ***D)*** make significant progress toward a more complicated element. Accomplishment of any one of these four methods, are suitable to defray one half of the monthly **Mentor** reimbursement payment.

**Work Product 2:**

1. Develop a support site which supports a ticket system style help desk.
2. Create an introductory step-through tutorial which new users can access in common member’s area.
3. Build a second introductory step-through tutorial for new users but it is whitelabel /unbranded for partner network admins .
4. Create tutorial videos for each important function/feature/plugin, these may be whitelabel /unbranded for both users & partner network admins.
5. Borrow swipe or build a forum which is duplicatable for partner networks.
6. Enter Posts/comments, and entries in our blogs, forums, or support sites which serve to keep them "active or live".
7. Add to the functions of our membership plugin.
8. Add to the development of our reward & point system, (review WPMU's deployment of such a system and their logic) also perhaps the upviral plugin provides all we need in a point system.
9. Create an advanced step-through tutorial which advanced users use to integrate communication apps and others.
10. Build a second advanced step-through tutorial for advanced users but it is whitelabel /unbranded for partner network admins .
11. Insure Security is maintained on all sites, monitor for threats,
12. fix bugs and broken links and things.
13. Insure legal compliance with gdpr and internet safety.
14. Be prepared for some multi sites or multi networks wishing to break away from a parent site or a parent network; learn how these transitions can be effected smoothly.

Again the rate and scope of monthly progress for **Work Product 2** can be broken up in the following ways; ***A)*** Load one walkthrough or video per month, ***B)*** add one element listed in bullet points to all themes, or to site at large or, ***C)*** complete any two bullet elements, or ***D)*** make significant progress toward a more complicated element. Accomplishment of any one of these four methods, are suitable to defray one half of the monthly **Mentor** reimbursement payment.

Accountability for progress for Work Product 1 will be by voice, reporting either by live call or voicemail, detailing progress. Reporting for Work Product 2, will be via mms, including photo and video evidence.

All work is to be performed to best practices industry standards.

All major options within the above bullets are to be agreed to by the parties to this agreement and will be acknowledged in writing prior to the completion of each segment of work. These discussions will be maintained in a project notebook: a text log of which shall be kept by **Mentor** and **Mentee.**

This Agreement and this Exhibit provide the guidelines; correspondingly the **Mentor** will maintain the project notebook as records. The project notebook will supersede this document in cases of conflict or confusion.

IN WITNESS WHEREOF, this addendum is executed the day and year first written.

Signed, sealed and delivered. In the presence of:

**MENTOR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MENTEE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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