



# SALE & PURCHASE OF SOCIAL MARKETER ACCOUNT

PHOTOCOPY, FILL OUT, AND SEND. RETAIN THE BLANK ORIGINAL FOR FUTURE USE.

## SOCIAL MARKETER INFORMATION:

(TO BE FILLED OUT BY SELLER) - PLEASE PRINT

SOCIAL MARKETER ID NUMBER		PHONE
LAST NAME	FIRST NAME	MIDDLE
CITY	STATE	ZIP

**All sales or transfers of Social Marketer accounts must be approved in writing by Modere. Any sale or transfer without Modere's written approval is voidable at Modere's option.**

Desired effective date \_\_\_\_\_. All sales must be complete and final with all payments in full within 1 year. No partnerships interests or percentage of earnings will be allowed after one year.

Selling Social Marketer must wait 6 months from sale of group confirmation before re-signing up as a Modere Social Marketer.

To obtain Modere approval for the sale of any Social Marketer account, the contract between the seller and the buyer must be in writing and must contain the following language:

1. Seller agrees that all information relating to Social Marketers of Modere, including but not limited to Social Marketer's names, addresses and/ or telephone numbers, is a proprietary asset and a valuable trade secret of Modere. Buyer further agrees to maintain any such information in his possession confidential and to not disclose said information to anyone at anytime without prior written consent of Modere.
2. Seller agrees that for a period of three (3) years from the sale of said Social Marketer account, seller will not directly or indirectly contact any Social Marketer of Modere for the purpose of discussing, recruiting or attempting to recruit them to another multi-level marketing company or attempt to induce them to cease acting as, or do anything which could result in their being terminated as a Modere Social Marketer. Due to the nature of the distribution network of Modere products and the proprietary value of its Social Marketer network, seller agrees that the time periods and geographic restrictions set forth above are reasonable.
3. Seller agrees that Modere may obtain injunctive relief should seller be in violation of this agreement. Seller further agrees that in the event this agreement is violated, damages suffered by Modere will be difficult or impossible to calculate and therefore Modere should be awarded liquidated damages of \$10,000 for each and every violation, as well as all costs of court and attorney's fees incurred in relation thereto.
4. Copies of all proposed contracts and agreements must be submitted to Modere with this form.

**Note:** this form will not be processed without all required signatures, the \$100.00 Sale of Social Marketer account processing fee and a signed Independent Social Marketer Application and Agreement form, #20000 (to be completed by purchaser).

I understand that if I do not abide by the terms of this agreement Modere will not authorize the sale of my business. Modere reserves the right to approve or reject the sale or transfer agreement between the buyer and seller to ensure the terms set forth herein.

Selling Social Marketer's signature \_\_\_\_\_ Date \_\_\_\_\_

## PURCHASING SOCIAL MARKETER'S INFORMATION:

(TO BE FILLED OUT BY PURCHASER) - PLEASE PRINT

SOCIAL MARKETER ID NUMBER (IF APPLICABLE)		PHONE
LAST NAME	FIRST NAME	MIDDLE
CITY	STATE	ZIP

Purchasing Social Marketer's signature \_\_\_\_\_ Date \_\_\_\_\_