

Strebor Books/Zane Sales Rep Forms and Instruction

Directions for filling out forms:

Please read and sign the sales representative agreement, making sure to put a date and name in the beginning paragraph on Page 2.

Please put a date in Section 13 on Page 4 under TERM AND TERMINATION.

Please fill out the “If to Sales Representative” section on Page 6 by putting in your name and address under Section 18. Under headings, please sign for Representative under Section 21. Do not put anything for Company because that is for a countersignature.

Please fill out the Information Form on Page 7, except for the DO NOT WRITE BELOW THIS LINE section.

On Page 8, The Customer Account Profile and Preference Information, please fill out the top information and fill out the bottom with your details.

1-A simply asks if you want to receive New York Times Bestselling Books that might be backordered.

1-B asks the same about new titles that might be backordered

1-C asks if you want to receive the books up until 90 days after your order is placed or you can change the number of days.

You can ignore the rest of the form, except for the bottom where it begins with FORM COMPLETED BY.

For the SALES AND USE TAX AFFIDAVIT FORM, please fill out the top section. If you have a resale certificate number, please check and enter that. If not, please check TAXABLE ACCOUNT and put your social security number. Please date and sign the bottom.

On the final page, only fill it out if you have a sales tax license for a particular state. If not, leave it blank.

Please send your forms in via the following methods:

FAX 301-583-0003

Email: StreborSales@aol.com

Snail Mail: Strebor Books

ATTN: Sales Rep

PO Box 6505

Largo, MD 20792

Thanks and we look forward to a prosperous future.

January 7, 2006

Dear Sir or Madam:

Thank you for your interest in being an independent sales representative for Strebor Books International, an imprint of Simon and Schuster, Inc. We are pleased to offer you this welcome package detailing the opportunity. Thank you for your patience as we finalized the concept and a wonderful concept it is. We are delighted to be at the forefront of the next big thing in publishing. Bookstores/booksellers generally receive a 40% discount off the retail price of books and make that profit as they resell them to customers. We are proud to be the first major publisher to pass on that same offer to individuals.

In recent years, reading has tremendously increased in the African-American community. This is a wonderful thing but successfully getting books distributed and on shelves Nationwide has continued to be an issue. I have long believed that books could sell like CDs and thus I am following the successful marketing techniques of rappers and musicians who initially grew in popularity by selling their creative projects via street vendors, street teams, and word-of-mouth.

You have the opportunity to easily make an extra income of hundreds, even thousands, of dollars monthly. If you are an avid reader, you speak of books anyway with other avid readers. Why not get paid? If you are a barber or hairstylist, you see people reading books daily in your shop. Why not let your customers order directly from you so that you can make anywhere from \$5.00-\$10.00 per book?

We have simplified this process as much as possible so that all you have to do is fax an order form in to have the books shipped to you freight-free. The best part is that you get paid your money upfront and do not have to wait on checks from us. You can collect the money from your customers (including coworkers, friends, and family) and pass on the 60% to us via a credit or debit card.

If you are still interested, please fill out and sign the following forms and sales materials will be sent to you immediately. If you have any questions, feel free to email STREBORSALES@aol.com or call us at 301-583-0616.

Books are only the beginning of this sales opportunity. In the near future, I will be introducing new products/catalogs including but not limited to: body products, clothing, adult toys and DVDs/CDs. Once you are a registered representative, it is totally up to your discretion which products you wish to sell. Please let your friends and associates know about this spectacular opportunity as well. Incentives/prizes will be given to top sales representatives and those who sign up additional people.

Blessings,

Zane
Publisher
Strebor Books International

STREBOR BOOKS INTERNATIONAL, LLC

SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and effective on _____
by and between **STREBOR BOOKS INTERNATIONAL, LLC/ZANE’S
ENDEAVORS/ENRIZEN WORLDWIDE** (together, “Company”) and
_____ (“Representative”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS.

As used herein, the following terms shall have the meanings set forth below:

- A. “Products” shall mean the products that the Company elects from time to time to make available to be sold by Representative and may include: BOOKS (which shall include books published by the Strebtor Books imprint of Simon & Schuster), CDs, DVDs, GIFT ITEMS, CLOTHING, and other items.

2. APPOINTMENT.

Company hereby appoints Representative as its non-exclusive sales representative for the Products, and Representative accepts such appointment. Representative’s sole appointment shall be to purchase and resell the Products in accordance with the terms of this Agreement. Representative shall not have the authority to make any commitments whatsoever on behalf of the Company, Simon & Schuster, or any other party.

3. GENERAL DUTIES.

Representative shall use his best effort to promote the Products and maximize the sale of Products via private residential or office events, or sales to individual persons. Representative shall not hold events utilizing the name of STREBOR BOOKS INTERNATIONAL, STREBOR BOOKS, ENRIZEN WORLDWIDE, ZANE’S ENDEAVORS, ZANE, and/or SIMON AND SCHUSTER where money is charged for admission or any other monies are collected except for Products. Representative shall also provide reasonable sales support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of the Company. Representative shall neither place commercial ads for Products in newspapers, magazines, television, or any other form of mass media or solicit sales from corporations or organizations without the prior written consent of the Company. Representative agrees to deliver Products to Representative’s customers no later than two weeks after Products have been received by Representative.

4. RESERVED RIGHTS.

Company reserves the right to solicit or fulfill orders from and sell directly to any customers who have dealt or will deal directly with Representative in the past, present, and/or future.

5. CONFLICT OF INTEREST.

Representative warrants to Company that it does not currently represent or promote any lines or products that compete with the Products. This specifically includes books published by any other publisher than STREBOR BOOKS INTERNATIONAL, LLC or SIMON AND SCHUSTER. During the term of this Agreement, Representative shall not represent, promote or otherwise try to sell any lines or products that, in Company's judgment, compete with the Products covered by this Agreement. Representative shall provide Company with a list of the companies and products that it currently represents and shall notify Company in writing of any new companies and products at such time as its promotion of those new companies and products commence.

6. INDEPENDENT CONTRACTOR.

Representative is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise, or (iii) allow Representative to create or assume any obligation on behalf of Company for any purpose whatsoever. Representative is not an employee of Company and is not entitled to any employee benefits. Representative shall be responsible for paying all income taxes and other taxes charged to Representative on amounts earned hereunder. All financial and other obligations associated with Representative's business are the sole responsibility of the Representative.

7. INDEMNIFICATION.

A. Indemnification by Representative. Representative shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorney's fees) arising out of acts of Representative, its employees or its agents. Without limitation of the foregoing, Representative shall indemnify and hold Company harmless (including with respect to reasonable attorney's fees) from any personal injury claims that may result from attendance at event during which Company's products are sold.

B. Indemnification by Company. Company shall indemnify and hold Representative free and harmless from any and all claims, damages or lawsuits (including reasonable attorney's fees) arising out of defects in the Products caused by Company.

8. SALES TO REPRESENTATIVES

A. The Books shall be sold to Representative by Simon & Schuster at a 40% discount off cover price on a pre-paid, free-freight, non-returnable basis, provided that Representative satisfactorily completes the forms attached as Appendix A and otherwise conforms to the terms and conditions of sale reflected herein and in Appendix A. Each order submitted

shall be for no less than 5 books and must be submitted both to S&S and to Company in accordance with the approved order form. The foregoing terms and conditions may be changed by Company at any time on 10 days written notice to Representative

B. If the Company elects to make other Products available to Representative, the terms and conditions with respect to any such Products will be mutually agreed.

9. SAMPLE UNITS.

Any sample units of the Products provided by Company to Representative shall remain the property of Company. Representative shall have full responsibility of keeping each sample unit in proper condition during the entire time the unit is in Representative's possession. Within 30 (thirty) days of a written request from Company, Representative shall return each sample unit in good condition to Company, less reasonable wear and tear.

10. ADDITIONAL RESPONSIBILITIES OF REPRESENTATIVE.

A. Expense of doing business. Representative shall bear the entire cost and expense of conducting business in accordance with the terms of this Agreement.

B. Reporting, Books and Records. Representative shall provide Company with a monthly list of all customers to whom they have sold Product, including each customer's street address and/or email address. Representative shall also maintain a record of any customer complaints regarding either the Products or Company and immediately forward to Company the information regarding those complaints.

11. ADDITIONAL OBLIGATIONS OF COMPANY.

A. Assistance in Promotion. Company shall, at its own expense, provide Representative with marketing material including catalogs and brochures. concerning the Products.

B. New Developments. Company shall keep Representative informed of new Products and pricing information.

12. TRADEMARKS AND TRADE NAMES. Nothing herein shall grant Representative any right, title, or interest in Company's trademarks. At no time during or after the term of this Agreement shall Representative challenge or assist others to challenge Company's trademarks, marks or trade names confusingly similar to those of Company.

13. TERM AND TERMINATION.

A. Term. This Agreement shall commence on _____ and continue for 12 (twelve) months unless terminated earlier as provided herein. Thereafter this agreement shall continue until terminated upon at least 30 (thirty) days notice by either party; provided that Representative may terminate this Agreement on 10 days notice in the event that Company materially changes the terms of sale set forth in paragraph 8 above.

B. Termination for Cause. If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within 15 (fifteen) days following such notice, the Agreement will be terminated.

C. Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of the Company. Within 15 (fifteen) days after the termination of this Agreement, Representative shall return all such items to Company at Representative's expense. Representative shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Representative shall cease to use all trademarks, marks and trade name of Company.

14. Limitation on Liability. NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR ROYALTIES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER FOR BREACH OR ALLEGED BREACH OF A REPRESENTATION OR WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HERETO HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY.

15. Confidentiality. Representative acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Representative agrees that it shall not use in any way for its own account or for the account of a third party, nor disclose to any third party, any such confidential information revealed to it by Company. Company shall advise Representative whether or not it considers any particular information or materials to be confidential. Representative shall not publish any technical description of the Products beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Representative of any confidential information of Company, and Representative shall not manufacture any devices, components or assemblies utilizing Company's patents, inventions, copyrights, know-how or trade secrets.

16. Governing Law and Jurisdiction. This agreement shall be governed by the laws of the State of Maryland.

17. Entire Agreement. This agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any

waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

18. Notices. Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service:

If to Company:
ATTN: Zane
Strebtor Books International, LLC
P.O. Box 6505
Largo, Maryland 20792

If to Sales Representative:

19. Non-Assignability and Binding Effect. A mutually agreed upon consideration for Company's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Representative under its present ownership, and, accordingly, Representative agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

20. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

21. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

REPRESENTATIVE

COMPANY

Information Form

Strebor Books International Sales Representative

NAME _____

ADDRESS _____

DAYTIME TELEPHONE NUMBER _____

EMAIL ADDRESS _____

BIRTHDATE _____

DEFAULT BILL TO ADDRESS:

DEFAULT SHIP TO ADDRESS:

Bill and ship to addresses will be filled in on each order form so the above addresses do not have to be permanent but we must have something on file.

DO NOT WRITE BELOW THIS LINE

Account Number Assigned to Representative: _____

Date Assigned: _____

CUSTOMER ACCOUNT PROFILE & PREFERENCE INFORMATION

CUSTOMER NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

1. ACCOUNT BACK-ORDER PREFERENCE INSTRUCTIONS

- A. **NYP TITLE BACK-ORDER PREFERENCE** – (Default is set to Yes) Y N
(Not yet published titles)
- B. **BSB TITLE BACK-ORDER PREFERENCE** – (Default is set to Yes) Y N
(BSB refers to front list titles subject to frequent reprints)
- C. **BACK-ORDER TIME LIMIT** – (Default is set to 90 Days) Y N
(Refers to regular backlist titles)

NUMBER OF DAYS TO HOLD BACKORDERS _____ (SPECIFY NUMBER OF DAYS)

2. **DO YOU ALLOW COMBINED PURCHASE ORDERS ON ONE INVOICE** (Default is set to YES) Y N

3. ACCOUNT INVOICE ROUTING INSTRUCTIONS – (Default is set to 3A)

- ORIGINAL AND DUPLICATE IN CARTON (1A)
- ORIGINAL AND DUPLICATE IN BILL-TO (1B)
- DUPLICATE IN CARTON, ORIGINAL TO BILL-TO (3A)
- ORIGINAL IN CARTON, DUPLICATE TO BILL-TO (2A)

4. **SUBSTITUTION PREFERENCE** (Default is set to Yes) Y N
5. **FULL CARTON SHIPS** (Default is set to No) Y N
6. **Does this include all Ship to's** Y N

CARTON ROUNDING SELECTION OPTIONS

- S=Soft Rounding** - If order quan. is under 50% of full case quantity, there is no rounding. When order quantity is over 50% of case quantity, the order rounds to the next full case.
- U=Up or Hard Rounding** – Order will always round up to the next full carton quantity break.
- F= 50/50 Rounding** – Orders always rounds up or down, to the closest full carton quantity break.

FORM COMPLETED BY: _____ **DATE** _____

TELEPHONE: _____ **FAX** _____

E-MAIL ADDR: _____



SALES AND USE TAX AFFIDAVIT FORM

ISSUED TO: Simon & Schuster
100 Front Street, Riverside, NJ 08075

NAME OF ACCOUNT: _____

ADDRESS: _____

CITY, STATE ZIP: _____

ACCOUNT #: _____

I **HEREBY CERTIFY** under penalties of perjury that all personal property purchased from Simon & Schuster is exempt from sales or use tax for the following reason: (check applicable reason)

Resale, in the regular course of business, in the form of tangible personal property. (Please indicate your tax resale certificate number and attach a copy of your State's tax resale certificate.)

RESALE CERTIFICATE NUMBER: _____

Exempt institution or agency. Please indicate the nature of your organization.

(Please attach a copy of your exemption letter or certificate or indicate your exemption number)

Other authorized exemption (Describe) _____

Taxable Account (Tax Identification Number) _____

DESCRIPTION OF BUSINESS: _____

DESCRIPTION OF PRODUCTS PURCHASED: _____

DATE OF ISSUANCE OF EXEMPTION OR RESALE CERTIFICATE: _____

This certificate shall be considered a part of each order given by ACCOUNT from and after the effective date hereof, unless such order shall otherwise specify. This certificate shall continue in full force and effect unless and until removed in writing by the ACCOUNT. The ACCOUNT understands and agrees that if it uses any property purchased tax-free pursuant to this certificate in any manner which would not exempt the sale from tax, the ACCOUNT becomes the user or consumer of such property, and, as such, assumes liability for and undertakes to pay the sales or use tax and interest and penalty thereon, if any. Further, in the event that Simon & Schuster is obliged to charge Sales Tax to the ACCOUNT, because appropriate exemption certification has not been supplied prior to billing, the ACCOUNT understands that it will be required to obtain a tax refund from the taxing jurisdiction.

DATED: _____ 20__ AUTHORIZED SIGNATURE _____

TITLE _____

SPECIAL NOTE: Retailers must fill out the second page of this form, indicating the sales tax license number, and issuance date for each state in which they are registered.



SIMON & SCHUSTER
A VIACOM COMPANY

100 Front Street
Riverside, NJ 08075

SIMON & SCHUSTER

PLEASE INSERT YOUR SALES TAX LICENSE OR REGISTRATION NUMBER, AND ITS DATE OF ISSUE, IN THE FOLLOWING TAX JURISDICTIONS IN WHICH YOU ARE REGISTERED

STATE	CERTIFICATE NUMBER	DATE OF ISSUE	STATE	CERTIFICATE NUMBER	DATE OF ISSUE
ALABAMA			MISSOURI		
ARKANSAS			NEBRASKA		
ARIZONA			NEVADA		
CALIFORNIA			NEW JERSEY		
COLORADO			NEW MEXICO		
CONNECTICUT			NEW YORK		
DISTRICT OF COLUMBIA			NORTH CAROLINA		
GEORGIA			NORTH DAKOTA		
FLORIDA			OHIO		
HAWAII			OKLAHOMA		
IDAHO			PENNSYLVANIA		
ILLINOIS			RHODE ISLAND		
INDIANA			SOUTH CAROLINA		
IOWA			SOUTH DAKOTA		
KANSAS			TENNESSEE		
KENTUCKY			TEXAS		
LOUISIANA			UTAH		
MAINE			VERMONT		
MARYLAND			VIRGINIA		
MASSACHUSETTS			WASHINGTON		
MICHIGAN			WEST VIRGINIA		
MINNESOTA			WISCONSIN		
MISSISSIPPI			WYOMING		