

**SELFLESS OPPORTUNITIES, LLC
INDEPENDENT CONTRACTOR RESELLER AGREEMENT**

This Agreement is made on _____, 20__ between Selfless Opportunities, LLC, (SO), located at 2034 Pinehurst Ave. St. Paul MN 55116 (hereinafter “Selfless”) and _____ (hereinafter “Reseller”).

WHEREAS, SELFLESS is a Minnesota LLC engaged in the business of selling website and email drip campaign products and services to customers for a fee; and

WHEREAS, Reseller desires to perform services as an independent sales Reseller to sell SELFLESS products and services to prospects in return for fees and commissions.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, SELFLESS and Reseller agree as follows:

1. Independent Contractor. Reseller agrees to provide services as an independent sales Reseller for SELFLESS according to the terms of this Agreement. Reseller is an independent contractor and not an employee of SELFLESS. Consistent with the relationship between the parties to this Agreement, Reseller shall not be represented to the public as an employee of SELFLESS. Reseller shall have no obligation to work any particular hours or any particular amount of hours, nor shall Reseller have any obligation to expend any particular amount of energies or efforts in doing so.

2. Products. SELFLESS shall make available to Reseller for sale by Reseller all SELFLESS products and services, and SELFLESS agrees to assist Reseller by advice, information and cooperation in support of Reseller’s sales efforts.

3. Best Efforts. Reseller agrees to work diligently and with Reseller’s best efforts to sell SELFLESS products and services, to gain additional clients and customers for SELFLESS and otherwise promote SELFLESS’s business in a professional manner.

4. Minimum Requirement to Earn Commissions. Reseller shall enjoy the following commission schedule as long as Reseller is willing and able to sell/activate three (3) NEW goGenerous subscriptions for each given year. All Renewal and Advisor commissions will be retain by SELFLESS until this minimum requirement is met on a yearly basis.

5. Commissions. SELFLESS agrees to pay Reseller a commission for sales of SELFLESS products and services in accordance with the following schedule:

Schedule A: Commission Rates

<u>Sale Type</u>	<u>Reseller Commission Rate</u>
New – 1 st Year	30% of collected revenue each month
Renewals – Year 2+	30% of collected revenue each month

Second Tier Schedule B: “Advisor” Commissions are paid to Reseller when their subscriber becomes a Reseller of their own.

<u>Sale Type</u>	<u>Reseller “Advisor” Commission Rate</u>
New – 1 st Year	10% of collected revenue each month
Renewals – Year 2+	10% of collected revenue each month

Reseller hereby acknowledges that all of Reseller’s compensation will depend solely on sales of SELFLESS products and will not be related in any way to the number of hours worked by Reseller, or to expenses incurred by Reseller, or to any other measure or gauge.

Commissions shall be paid on the 15th of each month for prior month collected revenue. For example, if the first billing to a new customer occurs in January and the funds are collected in January, the commission will be paid no later than February 15. Commissions will only be paid on business that is procured by Reseller. In cases where SELFLESS has already been in contact with the prospect or referral source, SELFLESS reserves the right to determine in its sole discretion whether Reseller is the procuring cause of the sale and whether Reseller is entitled to a commission.

6. Commission Charge-Back & Look-Back. If a new client terminates service within the first 60 days, any commission earned on that account will be charged-back in its entirety. Commission reviews will occur at two months from the starting service month.

7. Reseller Support to Clients. Reseller agrees to provide front line support to Clients procured by reseller. Front line support will include assisting in the startup order, setup of Client template and ongoing service related questions. SELFLESS will remain the ultimate service support for any Client related service need or question which is outside the experience, knowledge or scope of the reseller. Reseller receives an increased renewal commission rate over independent contractors for providing this service to its Clients.

8. Fees and Expenses. The Reseller shall be solely responsible for all expenses incurred by Reseller in procuring sales pursuant to this Agreement.

9. Reseller's Subscription Fee for personal use. Reseller agrees to purchase and maintain an active goGenerous monthly subscription. SELFLESS shall provide Reseller two (2) subscriptions for the price of one (1). This allows Reseller to use the first goGenerous subscription for personal use and the second for sales and demonstrations efforts. If Reseller so shall choose, SELFLESS will accept payment for this mandatory subscription by simply retaining commissions due from the first three (3) NEW subscriptions sold in a year. This allows Reseller to begin reselling SELFLESS products and service without cash outlay. Reseller does agree however to provide an available payment method for Reseller's monthly subscription in the event no commissions are generated. See Page 6.

10. Confidential Information. As used herein "Confidential Information" means all information pertaining to the prior, current or prospective business operations or financial affairs of SELFLESS, or customers of SELFLESS, of which Reseller becomes aware during the term of this Agreement and which is not publicly available. Without limitation, Reseller understands and agrees that the following constitute Confidential Information of SELFLESS:
 - a. All information of SELFLESS or any partner affiliated with SELFLESS concerning prior, current or potential customers, customer lists, customer contracts and purchase information, customer needs and requirements, methods, financial information, and any other business information that is not generally known to the public.

 - b. All trade secrets of SELFLESS as defined under Minnesota law. This includes all information pertaining to SELFLESS or customers of SELFLESS, which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

 - c. All information, whether written or oral, not generally known, or proprietary to SELFLESS, about SELFLESS's marketing, customers, customer list, and information gathering techniques and methods, as well as accumulated data, or similar recorded matter used or useful in SELFLESS's operations.

11. Non-Disclosure. Reseller recognizes that Confidential Information is exceptionally valuable to SELFLESS and that the use and disclosure of Confidential Information must be carefully and continuously controlled. Reseller shall upon SELFLESS's request or upon the termination of the Agreement promptly return to SELFLESS all materials in Reseller's possession or under Reseller's control, which contain Confidential Information. Whether during the term of this Agreement or after the termination of this Agreement, Reseller will not, except within the scope of performance of Reseller's duties hereunder, or except with SELFLESS's prior written consent, disclose or use personally or for the benefit of anyone other than SELFLESS, any Confidential Information of which Reseller becomes aware. In addition, Reseller will not make any disclosure or use of any Confidential Information at any time following the termination of this Agreement. If SELFLESS must enforce this confidentiality clause, Reseller will be responsible for all legal fees incurred by SELFLESS and Reseller's commission may be forfeited at SELFLESS's discretion. In addition to any other remedies available to SELFLESS, and as a further remedy, it is expressly agreed that upon a breach of the covenants contained in this section, or upon disclosure by Reseller of SELFLESS's confidential information, that SELFLESS would be subjected to losses which may not be adequately compensated by the rules of law and that SELFLESS shall be entitled to proceed against Reseller to obtain equitable relief, including injunctive relief, specific performance, or other equitable remedy, to prevent violation of this Agreement, in addition to all other legal remedies, including monetary damages. The provisions contained in this section shall survive termination of this Agreement.

12. Termination of Agreement. This agreement may be terminated by either party at any time upon 30 days written notice. Any unpaid commissions due will be paid at the regularly scheduled intervals as described in Sections 4 and 5.

13. Return of Materials. Upon termination of Reseller's relationship with SELFLESS, Reseller shall return all brochures, supplies, miscellaneous sales materials, keys, and other materials belonging to SELFLESS within 48 hours. If Reseller does not return this material, any unpaid commissions due Reseller will be forfeited.

(Continue to page 5, space created for readability.)

14. Tax Obligations of Reseller. Reseller agrees to supply its employer identification number from the Internal Revenue Service and taxpayer identification number from the State of Minnesota and to comply with all tax laws applicable to the operation of a business such as Reseller's, including but not limited to the reporting of all gross receipts therefrom as income from the operation of a business, the payment of all self-employment taxes, compliance with all employment tax requirements for withholding on any employees used by Reseller, and compliance with state employment worker's compensation laws. Reseller acknowledges the payments by SELFLESS to Reseller will be subject to information reporting requirements (and backup withholding requirements, if and as applicable), as the same are imposed by applicable law. Reseller acknowledges that Reseller will not be treated as an employee of SELFLESS with respect to services under this Agreement, either for federal or state tax purposes, or for the purposes of any employee welfare or pension benefit plans that are or may come to be maintained by SELFLESS, or for purposes of any other benefits or perquisites that SELFLESS accords to any of its employees.

15. Agreement to Control. This Agreement supersedes and replaces all existing agreements between Reseller and SELFLESS. This Agreement is the only agreement between SELFLESS and Reseller. It may be amended only in writing signed by SELFLESS and Reseller.

16. Choice of Law and Forum. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Any dispute arising out of or related to this Agreement shall be brought exclusively in the courts of Hennepin County, Minnesota.

17. Attorney Fees and Costs. In the event of any litigation or arbitration arising out of the breach or claimed breach of the Agreement, the prevailing party will be entitled to recover from the other party all costs and expenses incurred in connection therewith, including reasonable attorney fees and costs.

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

RESELLER

SELFLESS OPPORTUNITIES, LLC

Printed Name and Address:

By: _____
Its: _____

Reseller Application and Contact Information

Company Name

Employer Identification Number from the Internal Revenue Service _____

Taxpayer Identification Number from the State of Minnesota _____

Business Address

Your Name

Your Title

Type of Business

Email Address

Business Phone

Alternate Phone

Reseller Credit Card Information

First Name on Card _____

Last Name on Card _____

Address of Card _____

City _____ State _____ Zip Code _____

Credit Card# _____

Visa - MasterCard (Circle One)

CVC Code _____ Expiration Date of Card _____