



INDEPENDENT REPRESENTATIVE AGREEMENT

[2014]

Fundraising is a long standing tradition in towns across America. Every year mothers and fathers, relatives and troop leaders watch as the young people knock on doors to ask friends and neighbors to buy a product to support their special cause. Great Moods is making it easier, safer and more profitable for young people to reach their goals... Welcome to the team!

Robert Devine
President
612-605-1238
Bob@greatmoods.com
GreatMoods.com LLC



Only a life lived for others is worth living.

-Albert Einstein-



WELCOME TO GREAT MOODS, LLC.

OUR PRODUCTS

Fun Fashion Items, Jewelry, Sportswear, Gift Baskets, Toys and Special Gifts can be found at the Greatmoods Fundraising Mall. For over three years now we have been making and shipping gift baskets all over America. In 2014 we will extend our line and our ability to customize orders for our community and corporate clients.

OUR LOCATION

Minneapolis, Minnesota is our home base. Operations, assembly and shipping are all managed here in the US by a team of people ready to handle anything you throw at them.

WHY FUNDRAISING

Fundraising is very profitable business that everyone has heard of, but few venture into. I have never heard a child say I'm going to be a fundraising representative when I grow up. Nearly every school, religious congregation and community organization execute fundraisers. Imagine 25% of all of those organizations giving you \$1 to \$5 each... All of those dollars begin to add up very quickly – that's the power of fundraising.

COMPENSATION

We expect that 33% (sometimes more) of an organization's members will participate in a fundraising campaign. Those members are expected to sell an average of 5 to 10 units each per Fundraiser. If you target organizations with a support base of 1000 or more (schools, churches, sports groups, etc), you can expect to sell 1250 to 2500 units. If you presume that you will average one dollar (\$1.00) per Product or Gift; **Each account you set up is worth approximately \$1250 to \$2500 per Fundraiser, times 2 to 3 Fundraisers a year.**

SUPPORT

You will receive a website to market your business – Targeted lead lists – Online Training – Coaching and additional support as you may need from the company. Your success is our success – we are in this together!

PAYPAL ACCOUNT

You and your clients must have a PayPal Account to receive compensation. If you don't yet have an account, just [CLICK HERE](#) to set up a BUSINESS ACCOUNT with PayPal. Once your account is set up and verified you will be able to transfer funds between PayPal and your bank. You will be able to order a PayPal Debit card, which will give you instant MasterCard access to all funds within your account.

FEES AND EXPENSES

There are never any fees for the Representative or the Organizations we support. This is a traditional commission based independent sales representative career.

Call me, Bob Devine at 612-605-1238 with additional questions.



Only a life lived for others is worth living.

-Albert Einstein-



First Name: _____ MI: _____ Last Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Male: _____ Female: _____

Social Security No: _____ DO NOT COMPLETE [PayPal](#) Email: _____

Driver's License No: _____ DO NOT COMPLETE State: _____ N/A

Phone Numbers: (Please provide a phone and email to put on your website)

Cell: _____ Email: _____

Work: _____ Fax: _____

Home: _____ URL: _____

Emergency Contact: _____ (Name/Relationship)

_____ (Phone Number(s))

_____ Signature

_____ Referred By

_____ Date

Representative

(GM use only)

Privacy Notice: This information is to be used by the Company collecting it or its assignees in determining whether you qualify as a prospective Salesperson of Greatmoods.com LLC. It will not be disclosed outside the Company except as permitted by law. You do not have to provide this information, but if you do not your Salesperson Application to Greatmoods.com LLC may be delayed or rejected. [CLICK HERE IF YOU NEED TO SET UP A PAYPAL ACCOUNT](#)

www.Greatmoods.com LLC

Independent Greatmoods.com Representative Agreement

This Agreement is entered into as of the _____ day of _____, 20____, between www.GreatMoods.com LLC ("the Company") and _____ the Greatmoods Independent Contractor Sales Representative ("the Representative").

1. Greatmoods Representative: Subject to the terms and conditions of this Agreement, the Company hereby engages the Representative as an independent Representative to perform the services set forth herein, and the Representative hereby accepts such engagement.

2. Duties. The Representative agrees to: Make sales calls to potential customers selling the Company's written programs and products within the account base the Representative sets up and maintains. As the Representative develops his/her customers and fundraising efforts are established, this customer becomes the Representative's for the life of the engagement with GreatMoods.com. Maintain the Fundraising Accounts Members, answer their questions and support them in a professional, friendly way and the Fundraising Account should be yours for years.

Additional responsibilities and duties as defined in Addendum A.

3. Compensation. The Representative understands and agrees that he/she is an independent Representative and not an employee of the Company. Compensation is as defined in Addendum B.

4. Expenses. The Representative is responsible for all expenses to be incurred, if any, and shall not be reimbursed by the Company for any expenses. (There are NO required expenses with our program.)

5. Written Reports and Sales Summary. The Company may request progress reports and a final results report be provided by The Representative on a weekly basis.

6. Notice. The Representative or The Company may terminate this agreement upon thirty day notice, or not withstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty days written notice to the other party.

7. Confidentiality. The Representative acknowledges that during the engagement [he or she] will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Representative agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by The Representative or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Representative shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Representative shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Representative further agrees that [he or she] will not disclose [his or her] retention as an independent Representative or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.

8. Conflicts of Interest. Non-hire Provision. The Representative represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Representative and any third party. Further, the Representative, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest. During

the term of this agreement, the Representative shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Representative is expressly free to perform services for other parties while performing services for the Company. For a period of six months following any termination, the Representative shall not, directly or indirectly hire, solicit, or encourage any employee, consultant, or Representative of the Company to leave the Company's employment, or hire any such employee, consultant, or Representative who has left the Company's employment or contractual engagement within one year of such employment or engagement.

9. Termination. The Company may terminate this Agreement at any time by 30 working days written or email notice to the Representative. In addition, if the Representative is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Representative immediately and without prior written notice to the Representative.

10. Independent Contractor. This Agreement shall not render the Representative an employee, partner, agent of, or joint venture with the Company for any purpose. The Representative is and will remain an independent Contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Representative's compensation hereunder. The Representative shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

11. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns for compensation. Termination terms still apply as aforementioned.

12. Choice of Law. The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

13. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Minnesota in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

14. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

15. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

16. Assignment. The Representative shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

17. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and or email and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by email and or written notice and or email, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Representative:

Name
Address
Address

If to the Company:

www.Greatmoods.com LLC
750 Plaza Drive Suite 317
Mendota Heights, MN 55120

Any party hereto may change its address for purposes of this paragraph by written notice and or email given in the manner provided above.

18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

19. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

20. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

_____, Signature _____ Date _____
Robert Devine President
www.GreatMoods.com LLC

X _____, Signature _____ Date _____

Greatmoods Representative/Independent Representative

X _____, Print Name _____ Date _____

Great Moods Representative/Independent Representative

Addendum B

Compensation

1. The Representative will earn 8% of the net wholesale revenue. That is the remaining amount after the schools are paid their 35% of the Retail item sold. ($\$100.00 \text{ Retail Item} \times .35\% = \$65.00 \times .08\% = \$5.20 \text{ to Rep}$)
2. Account income is residual and will continue to be paid to active Representatives for the duration (life) of the account as long as the members are maintained with the aforementioned terms and conditions.
3. Independent Representatives must maintain minimum account production of one (1) new account every other month to be considered "active". After 90 days of inactivity the relationship may be terminated and accounts will be re-assigned. The Representative is responsible for communicating any need for change of status (or hiatus) with Great Moods.
4. Independent Representative's earnings will be deposited daily, directly to their PayPal Account.

Provide [PayPal](#) Payment Address: _____ Initial _____ **X**

I understand and agree to the terms as outlined above.

X _____ Name _____ Date _____