



Sales Representative Agreement

E-Church Essentials, LLC is committed to the expansion of Christ's Kingdom throughout our world by means of e-Church online ministry. This mission will be accomplished by empowering individual ministries as well as ministry associations with the tools necessary to truly minister online. These tools are embodied within an enterprise software program called the *Essential Solution* created and owned by E-Church Essentials, LLC. To maximize market penetration, E-Church Essentials, LLC partners with independent contractors for the purpose of sales and promotion of the *Essential Solution*.

The *Essential Solution* Fee Structure

Sales representatives must understand and promote the E-Church Essentials business plan and associated fee structure.

E-Church Essentials, LLC has created an online association for independent ministries called the E-Church Network. (<http://www.echurchnetwork.net>). When ministries join the E-Church Network, they will be able to attract, equip, assess and mobilize people for ministry as never before. The base membership fee of only \$80 per month includes all currently released features and up to 50 registered users. There are no set-up fees and all memberships pay on a month-by-month basis. As their online ministry grows, additional fees include:

- \$0.35/month for each additional registered user over 50
- Volume discounts: 1,000+ \$0.30 ea.; 5,000+ \$0.25 ea.; 10,000+ \$0.20 ea.
- One major website is included. Additional sites are \$19.99/month/site
- Ten e-learning courses are included. Additional blocks of ten courses: \$24.99
- Technical Support: First 30 days free, \$25/incident thereafter
- Free system upgrades

Independent Representative Revenue Package

Independent contractors will generate revenue through multiple sources:

Source 1 - Independent Ministry Organizations

For each independent ministry that registers on the E-Church Network through the efforts of an independent representative, the representative will receive a 20% finder's fee of all revenue generated during the customer's first year, or for the term of the representative's contractual relationship with E-Church Essentials, LLC, which ever is shorter. Revenue generation occurs at three distinct levels:

- **Monthly Hosting** – The base E-Church Essentials hosting package is \$80/month, or \$960/year. The Independent Representative qualifies for 20% of first-year hosting revenue.
- **Website-Only Accounts** – At times, ministry organizations require simply a website without the use of our Online Discipleship Center. We offer website hosting for \$29.95/month. The Independent Representative qualifies for 20% of first-year hosting revenue.
- **Graphic Design Services** – E-Church Essentials offers graphic design services to ministry organizations at \$65/hour. The Independent Representative qualifies for 20% of design project income. (For example: A custom designed website may cost \$1,000, the Independent Representative would receive a one-time payment of \$200 when E-Church Essentials receives payment from the client).

Source 2 – Host Associations

Independently contracted representatives will receive 20% of the “buy-in fee” associated with the sale of the *Essential Solution* to a ministry association or denomination, for the purposes of that organization to create their own online ministry network. This results in a commission of \$10,000 per organization. If the independent representative can meet a goal of three association sales per year, an additional bonus of \$5,000 will be paid upon the closure of the third sale within the same sales-year. If any of the ministry associations choose to spread their license purchase over the term of one year, and so incur the 5% fee, the independent representative will also receive 20% of the finance fee since the representative’s commission would be paid in direct proportion to the monthly payments of the ministry association. The end result of achieving these sales objectives would be \$35,000+ of income generated. (Note: The independent representative will only receive a commission on the buy-in fee of \$50,000; the monthly fee received by E-Church Essentials, LLC for each ministry that registers under the host organization is so low as to make a monthly commission pay-out impractical).

Host organizations may modify the *Essential Solution* software program, at their own expense, so that the system reflects the identity of the host organization. The splash-page, the login/registration pages and the program’s interface template may be re-branded to reflect the identity of the host organization. In addition, host organizations agree to the following conditions:

- The host organization agrees to pay E-Church Essentials, LLC quarterly payments of 10% of all revenue generated by the licensed software.
- The host organization will be responsible for all IT and programming necessary to setup, configure, rebrand, and operate the software successfully.
- The host organization, in rebranding the *Essential Solution*, must still give licensing credit to E-Church Essentials, LLC visibly throughout the software interface.

Source 3 – Consulting Fees

The independent representative may receive from a potential ministry association customer a consulting fee. (NOTE: this fee is paid by the customer, not by E-Church Essentials, LLC). The representative may choose one of two fee options that they deem is best suited to the needs of the customer:

- Option 1 - \$500/day plus expenses
- Option 2 - \$750/day with expenses absorbed by the consultant

When the ministry association purchases a hosting license, E-Church Essentials, LLC will deduct from the price of the hosting license up to \$2,000 in consulting fee expenses incurred by the ministry association. The independent representative and the ministry association will each need to submit to E-Church Essentials, LLC a bill for services rendered.

Consulting fees should not be required of independent ministries who seek only to register their ministry with the E-Church Network. If a consultation fee is negotiated between the independent representative and the prospective E-Church Network customer, E-Church Essentials, LLC is under no obligation to reimburse either the representative or the customer for fees or expenses either party may have incurred.

Marketing Collateral

E-Church Essentials, LLC will provide our independent representatives the following annual marketing collateral at no cost to the representative:

- 500 standard E-Church Essentials business cards (Additional cards are \$40/250 units)
- Reciprocal links between the E-Church Essential’s website and any website maintained by the independent representative
- 250 full-color brochures (Additional copies available for \$1/brochure, minimum order of 250 units)
- 250 large E-Church Essentials mailing envelopes
- Participation at ministry conferences and related expenses will be negotiated on a per-event basis.

Quotas Required and Terms for Contract Renewal

E-Church Essentials, LLC reserves the right to cancel or revoke any contractual agreement between E-Church Essentials, LLC and its independent representatives if E-Church Essentials, LLC believes that it is

being misrepresented, inappropriately represented or its reputation impugned by the actions or business practices of the independent representative. In such cases, the contractual relationship will be voided immediately upon written notification, and all residual income discontinued. Any outstanding sales commissions that are the direct result of the independent representative's actions, which close within 30 days following the revocation of the service contract between E-Church Essentials, LLC and the independent representative, will be paid to the independent contractor by E-Church Essentials, LLC.

Because the Essential Solution can generate residual and repetitive income for the independent contractor, a sales quota will be required to ensure a positive and continued business partnership. The independent representative will be considered in good standing if he or she provides E-Church Essentials with either 12 newly registered ministries for the E-Church Network annually or one ministry association host license sale annually. Failure to meet these quota requirements may result, at the discretion of E-Church Essentials, LLC, in the revocation of this contract and the discontinuation of any commission payments.

Non-Compete Clause

By signing this contract to represent E-Church Essentials, LLC and its products and services, you agree to abide by the terms of this contract. Furthermore, you agree to not share company or product secrets (including but not limited to software source codes) with anyone outside of E-Church Essentials. And finally, you agree to not compete against E-Church Essentials, either by representing a competitor, nor by developing a competitive program during the term of this contract and for up to 36 months following the termination of this contract. This contract will automatically be renewed annually unless terminated in writing by either E-Church Essentials, LLC or by the independent representative.

Independent Representative

E-Church Essentials, LLC

Print Name: _____

Print Name: _____

Organization: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Social Security # or Business Identification #:
