

# Consultant Sales

## Overview + Agreement



There is no greater excitement within Simon Solutions than your interest in helping us shape collaboration in communities across the United States and possibly beyond. It is our mission, and we are proud to work with you. While this agreement must contain legal language, let's take a moment to simply examine the basics.

### The Basics

You will receive a 50% commission of all your sales for the first year of any organization's subscription to CharityTracker/Oasis Insight. For instance: if you foster the development of a brand new network (with multiple agencies), and they move forward with a \$10,000 deal, you will receive \$5,000.

If you work within an existing network to bring about network growth, you will receive 50% of all the new accounts for the first year. For example, if a church moves forward with a basic subscription for \$240/year, you will receive a check for \$120 (minus any discounts). If an organization has had a prior sales relationship with Simon Solutions, we will establish a proper commission on a case-by-case basis.

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This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Simon Solutions Inc., a corporation organized and existing under the laws of the State of Alabama, and \_\_\_\_\_.

WHEREAS, the Company desires that the Consultant provide advice and assistance to the Company in his or her area of expertise; and

WHEREAS, the Consultant desires to provide such advice and assistance to the Company under the terms and conditions of this Agreement;

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

#### 1. Engagement and Services

- (a) Engagement. The Company hereby engages the Consultant to provide and perform sales, marketing, and technical guidance, and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented it has. The Company shall provide such access to its information and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

Consultant agrees to maintain a relationship with client for the first year to ensure their success with CharityTracker. Specifically, Consultant agrees to follow up regularly with client to provide guidance on growing their network as well as ensuring the launch of their network/account is meeting client's expectations.

- (c) Tools, Instruments and Equipment. Consultant shall provide Consultant's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. Consultant represents and warrants to the Company that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

## 2. Consultant Period

- (a) This Agreement shall remain in effect for a term of one (1) year commencing on the date first written above and automatically renew each year thereafter, unless sooner terminated.
- (b) This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice to the other. Any unpaid commissions will be forfeited upon termination of this agreement.

## 3. Compensation.

In consideration of the services to be provided by Consultant to the Company hereunder, the Company shall pay the Consultant a 50% "commission only" on new sales of CharityTracker/Oasis Insight subscriptions. New sales are defined as subscriptions from clients with no prior sales relationship with Simon Solutions. Consultant will inform Simon Solutions of accounts they wish to receive commission via a provided, private form.

Consultant will be compensated for new sales only and not for residual subscriptions after the first year. Once the sale is made, Consultant is not responsible for customer service or tech support which will be provided by Simon Solutions staff. Consultant will receive compensation once a month and after a client(s) pays for their subscription first.

Consultant will receive 50% commission on all new, subscribing accounts within a newly established network for one year. If Consultant creates a network with a few agencies at first, then the network continues to grow, Consultant continues to receive commissions on all agencies that join the network within one year.

If the subscribing agency requires paid customizations in addition to their normal subscription, please note that paid customizations are not subject to commission. Paid customizations require the development team to perform additional actions outside the scope of a normal subscription and are billed separately from subscription costs.

## 4. CharityTracker/Oasis Insight Pricing

The pricing for CharityTracker/Oasis Insight as of this agreement is \$20 per month per user for the Basic version of CharityTracker/Oasis Insight and \$40 per month per user for the Plus version of CharityTracker/Oasis Insight, and \$60 per month for Pro. Subscribers receive a 10% discount if their subscription is paid annually.

Volume discount pricing is also available, and a reference sheet will be provided to consultant. Any special pricing discussed with clients, outside of the individual or volume discount sheet, requires “prior approval” from a sales team staff member of Simon Solutions.

Simon Solutions offers clients to make payments monthly via credit card only. Check or credit card payments are acceptable for annual payments.

#### 5. Independent contractor status.

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Company will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant’s responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

#### 6. Confidential Information

The parties acknowledge that in connection with Consultant’s Services, the Company may disclose to Consultant confidential and proprietary information of the Company. This information is not to be disclosed to any other person, business, or organization that is not in a working relationship with Simon Solutions.

#### 7. Training

Before any sales can be processed, all Consultants must agree to be fully trained in **Collective Community Impact**. This is the value and benefits of our networking technology — people working together for common good and greater impact. This video training series is found at [collectivecommunityimpact.com](http://collectivecommunityimpact.com). Once fully trained, the Consultant will receive a “Certificate of Completion” — and become a qualified *Community Impact Specialist* for Simon Solutions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

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[Consultant’s Signature]

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[Date]

**Simon Solutions, Inc.**

By: \_\_\_\_\_

[Company Representative Signature]

Title: \_\_\_\_\_

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[Date]