

DESIRED EMAIL, LLC FUNDRAISER AGREEMENT

This Independent Contractor Fundraiser Agreement (“Agreement”) is made on the date signed below by and between **Desired Email, LLC**, a Texas Limited Liability Company (the “Company”), and _____ (the “Fundraiser”), collectively referred to as the “Parties.”

This Agreement sets the terms under which the Fundraiser will promote donations to the Company. By signing this Agreement, both Parties agree to its terms and conditions.

1. Engagement of Services

The Fundraiser agrees to promote donations to Desired Email. The Fundraiser must clearly tell potential donors that Desired Email is a for-profit company, and donations are **not tax-deductible**.

Donations must be at least **five dollars (\$5)** and no more than **five thousand dollars (\$5,000)** per donor. Both donors and fundraisers can be located anywhere in the world.

All donations must be made using the Stripe portal located in the **Donate** section of the Desired Email website at desiredemail.com/Donate.

2. Independent Contractor Status

The Fundraiser is an independent contractor, not an employee or agent of the Company. The Fundraiser is responsible for their own business operations, including taxes, insurance, and any other financial or legal obligations.

The Fundraiser does not have the authority to enter into contracts or agreements on behalf of the Company.

3. Payment Terms

The Fundraiser will earn **twenty percent (20%)** of the funds raised through their individual efforts. Payments will be made only after the donated funds have cleared the Company’s bank account.

To earn compensation:

- The donor must use the Fundraiser’s referral number at the time of donation.
- Donations without a referral number will be considered “house donations,” and no commissions will be paid.

Payments will only be made when the Fundraiser has earned at least **one hundred dollars (\$100)** in unpaid commissions. Balances under one hundred dollars (\$100) will carry over to the next pay period until the threshold is met.

The Fundraiser's referral number will be sent via email after this Agreement is signed and returned to **steven.moher@desiredemail.com**.

For fundraisers outside the United States:

- Payments will be made via **SWIFT**, **IBAN**, or **PayPal**.
- The Fundraiser is responsible for any fees charged by their local financial institution or payment service for receiving funds.

4. Confidentiality

The Fundraiser agrees to keep all Company information, including trade secrets, donor data, and other proprietary materials, confidential. This information cannot be shared with third parties without the Company's written approval.

5. Intellectual Property

All materials provided by the Company, including trademarks, logos, and promotional content, remain the Company's property. The Fundraiser may only use these materials as directed by the Company.

6. Governing Law

This Agreement is governed by the laws of the State of Texas. Any legal disputes related to this Agreement will be handled in the courts located in Texas.

7. Termination

This Agreement may be terminated at any time by either Party by giving written notice.

- If terminated, the Fundraiser must stop all fundraising activities immediately.
- The Company will pay any commissions earned before termination, provided the Fundraiser meets the payment threshold outlined in Section 3.

The Company reserves the right to terminate this Agreement immediately if the Fundraiser breaches its terms or violates any applicable laws.

8. Dispute Resolution

If there is a dispute, the Parties will first attempt to resolve it through good-faith discussions. If this does not work, the dispute will be submitted to binding arbitration under the rules of the **American Arbitration Association (AAA)**. The arbitration will take place in Texas, and the arbitrator's decision will be final.

9. Indemnification

The Fundraiser agrees to protect and hold the Company harmless from any claims, damages, or expenses caused by:

- The Fundraiser's breach of this Agreement.
- The Fundraiser's negligent or intentional actions.
- Claims from third parties related to the Fundraiser's fundraising activities.

10. Force Majeure

The Company is not responsible for delays or failures caused by events beyond its control, including but not limited to natural disasters, pandemics, wars, labor strikes, or government actions.

11. Entire Agreement

This Agreement is the complete agreement between the Parties. It replaces all previous agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by both Parties.

12. Fundraiser Bank Information Form

The Fundraiser must provide accurate payment information. Incorrect details may cause payment delays. Fundraisers outside the United States must include their full international address and complete bank details for SWIFT and IBAN payments or provide a PayPal account.

Fundraiser Information

- **Full Name (Individual or Business):** _____
- **Address:**
Street Address (Line 1): _____
Street Address (Line 2, if applicable): _____
City: _____
State/Province: _____
Postal Code: _____
Country: _____
- **Email Address:** _____
- **Phone Number (with country code):** _____
- **EIN or PIN (Tax Identification, if applicable):** _____

Bank Information

- **Bank Name:** _____
- **Routing Number (for U.S. accounts):** _____
- **Account Number:** _____
- **Account Type (Checking/Savings):** _____
- **SWIFT Code (for international accounts):** _____

- **IBAN (for international accounts):** _____

PayPal Information (if applicable)

- **PayPal Email Address:** _____

13. Signatures

By signing below, both Parties agree to the terms of this Agreement. This Agreement is legally binding under Texas law.

Desired Email, LLC, a Texas Limited Liability Company
Steven Moher, CFO and Co-founder

Fundraiser

[Signature] _____

[Printed Name] _____

[Date] _____