



EXCLUSIVE CONTRACTOR AGREEMENT – Authorized Reseller

THE EXCLUSIVE CONTRACTOR AGREEMENT (the “Agreement”), dated as of the ____ day of _____, 20__ is entered by and between *eMONEco, INC. (eMONEco)*, a *NEVADA* corporation (the “Company”), located at *4745 W. 136th Street, Leawood, Kansas 66224* and _____ (the “Contractor”) having an address at _____. The Company and Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, the Contractor possesses substantial knowledge and experience in *financial services and sales*; and

WHEREAS, the Company desires to procure the services of the Contractor as one of its *Authorized Resellers* and the Contractor desires to provide such services to the Company, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and the Contractor agree as follows:

SECTION 1 SERVICES

Contractor will provide to the Company the services set forth on Schedule 1, performed and created in accordance with the specifications set forth on Schedule 1 (the “Services”).

SECTION 2 COMPENSATION

2.1 Compensation. The Company will pay Contractor in accordance with the compensation schedule set forth on Schedule 2.

2.2 No Benefits. The Company will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor’s own benefits, including but not limited to insurance, medical reimbursement, and retirement plans.

2.3 No Expenses. Expenses incurred by Contractor in connection with the performance of the Services are included in Contractor’s compensation, and will not be reimbursed by the Company.

SECTION 3 RELATIONSHIP

3.1 Independent Contractor. Contractor will be Contractor of the Company. Contractor will not be an employee of the Company. Contractor will be free from direction and control over the means and manner of providing the Services, subject only to the right of the Company to specify the desired results. Contractor will furnish the tools or equipment necessary for performance of the Services. Contractor has the authority to hire and fire employees to perform the Services.

3.2 Taxes. The Company will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of the Services, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

3.3 Standards. Contractor represents, warrants, and covenants to the Company as follows:

(a) Contractor has obtained and will obtain all assumed business registrations or professional occupation licenses required by state law or local government ordinances for Contractor to conduct the business;

(b) Federal and state income tax returns in the name of Contractor or a business Schedule C as part of Contractor's personal income tax return were filed for the previous year if Contractor performed labor or services as an Contractor in the previous year; and

(c) Contractor will represent to the public that the Services are to be provided by an independently established business.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Contractor does not have the authority to bind the Company or represent to any person that Contractor is an agent of the Company.

SECTION 4 LIMITED WARRANTY

Contractor warrants to the Company that the Services will be performed by qualified personnel in a professional manner, in accordance with the specifications set forth on Schedule 1.

SECTION 5 COVENANTS OF CONTRACTOR

Contractor covenants to the Company as follows:

5.1 Insurance. Contractor will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed.

5.2 Compliance with Laws. Contractor will comply with all applicable laws.

5.3 Governmental Authorizations. Contractor will obtain and maintain all of the licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

SECTION 6 NONDISCLOSURE PROVISIONS

The Nondisclosure Provisions attached as Appendix A are part of this Agreement.

SECTION 7 INDEMNIFICATION

Contractor will defend and indemnify the Company and each present and future shareholder, director, member, manager, partner, officer, and authorized representative of the Company for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of:

(a) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; or

(b) Contractor's breach of any representation, warranty, or covenant in this Agreement.

SECTION 8 TERMINATION

This Agreement will terminate upon the earliest to occur of the following:

- (a) Upon the written agreement of the parties;
- (b) Upon seven (7) calendar days' notice by the Company to Contractor;
- (c) Upon seven (7) calendar days' notice by Contractor to the Company;
- (d) Upon Contractor's death;
- (e) Upon notice by the Company to Contractor if Contractor becomes disabled so that Contractor – with or without reasonable accommodation – cannot perform the essential functions of Contractor's duties under this Agreement;
- (f) Upon notice by the Company to Contractor, if:
 - (1) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's relationship with the Company or that otherwise reflects adversely on the reputation or operations of the Company;
 - (2) Contractor fails to materially comply with any applicable law related to Contractor's relationship with the Company;
 - (3) Continuous or repeated problems occur in connection with the performance of Contractor's duties; or
 - (4) Contractor materially breaches this Agreement and fails to cure the breach within 20 days after the Company notifies Contractor of the breach; and
- (g) Upon notice by Contractor to the Company, if the Company materially breaches this Agreement and fails to cure the breach within 30 days after Contractor notifies the Company of the breach.

SECTION 9 GENERAL

9.1 No Assignment. Contractor may not assign or delegate any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of the Company, which the Company may withhold in its sole discretion.

9.2 Amendment. This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

9.3 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

9.4 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.5 Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

9.6 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

9.7 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

9.8 Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.9 Governing Law. This Agreement is governed by the laws of the State of Nevada, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

9.10 Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Nevada. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Nevada.

9.11 Attorney Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in Nevada Rules of Civil Procedure, incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.12 Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

9.13 Signatures. This Agreement may be signed in counterparts. The following delivery options will be considered an original of the signed agreement:

- (a) A fax transmission of the signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.
- (b) An email file attached image of the signature page. At the request of a party, the other party will confirm an email-transmitted signature page file attachment by delivering an original signature page to the requesting party via standard mail.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement or caused their duly authorized officers to execute the Agreement on date set forth above.

eMONEco Incorporated

By: _____
Donald Latson, Chief Executive Officer and President

Authorized Reseller

Print Name, Title

Signature

APPENDIX A

Nondisclosure Provisions

SECTION 1 DEFINITIONS

For purposes of these Nondisclosure Provisions, the following terms have the following meanings:

“Confidential Information” means information related to the Company that is received or accessed by Contractor if:

- (a) The information is marked or designated – whether orally or in writing – by the Company as confidential before, at, or promptly after the time of disclosure; or
- (b) The information is known or should have been known by Contractor as being treated by the Company as confidential.

“Representatives” means directors, officers, managers, employees, subcontractors, agents, consultants, advisors, and other authorized representatives.

SECTION 2 OBLIGATIONS OF CONTRACTOR

2.1 Use Restrictions and Nondisclosure Obligations.

(a) Contractor will not use Confidential Information for any purpose without the Company’s specific prior written authorization, except Contractor may use Confidential Information to perform Contractor’s duties as a Contractor of the Company;

(b) Contractor will not disclose Confidential Information to any person without the Company’s specific prior written authorization, except Contractor may disclose Confidential Information:

(1) On a need-to-know basis, to Representatives of Contractor who:

(A) Are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under these Nondisclosure Provisions; and

(B) Have signed nondisclosure agreements with or in favor of Contractor and for the benefit of the Company that are at least as comprehensive as these Nondisclosure Provisions;

(2) On a need-to-know basis, to Representatives of the Company; or

(3) In accordance with a judicial or other governmental order, but only if Contractor promptly notifies the Company of the order and complies with any applicable protective or similar order; and

(c) Contractor will cause Contractor’s Representatives to comply with the provisions of this Section 2.

2.2 Notification and Assistance Obligations.

Contractor will:

(a) Promptly notify the Company of any unauthorized use or disclosure of Confidential Information, or any other breach of these Nondisclosure Provisions; and

(b) Assist the Company in every reasonable way to retrieve any Confidential Information that was used or disclosed by Contractor or Contractor’s Representatives without the Company’s specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.

2.3 Exceptions. Contractor will not breach Section 2.1 or Section 2.2 of these Nondisclosure Provisions by using or disclosing Confidential Information if Contractor demonstrates that the information used or disclosed:

(a) Is generally available to the public other than as a result of a disclosure by Contractor or a Representative of Contractor;

(b) Was received by Contractor from another person without any limitations on use or disclosure, but only if Contractor had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation; or

(c) Was independently developed by Contractor without using Confidential Information.

2.4 Return of Confidential Information. Upon the Company's request or the termination of Contractor's relationship with the Company, Contractor will promptly return to the Company all materials furnished by the Company containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of Contractor.

SECTION 3 NO TRANSFER

These Nondisclosure Provisions do not transfer any ownership rights to any Confidential Information.

SECTION 4 NO REPRESENTATIONS OR WARRANTIES

The Company makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of Confidential Information.

SECTION 5 EQUITABLE RELIEF

Contractor acknowledges that the remedies available at law for any breach of these Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, the Company may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of these Nondisclosure Provisions or to specifically enforce these Nondisclosure Provisions, without proving that any monetary damages have been sustained.

SCHEDULE 1

Services

Contractor shall provide the necessary service to initiate contact with prospects and clients, take the necessary actions to understand their situation, develop the best solution to meet their needs, secure the sale, complete all necessary paperwork and communication, facilitate delivery, setup, and installation, maintain the relationship throughout the sales and implementation process and provide the necessary support and service to ensure client satisfaction.

Contractor shall conduct himself/herself in a professional, courteous and respectful manner, assist the sales representative and, when necessary, the client in the completion of all necessary steps and provide all necessary explanations to client so that the client is fully informed and completely understands all payments, processes and requirements.

Contractor shall complete all required paperwork and reporting in a timely fashion.

Contractor shall at no time make any representation, either explicitly or implicitly, contrary to the information covered in formal training.

Details of Services

Authorized Reseller, based on various criteria, will enter into the following Agreement:

___ eMONE II ___ eMONE III ___ eMONE IV ___ eMONE V

Please note: *The standard for an Authorized Reseller is an eMONE V Agreement.*

SCHEDULE 2 Compensation

Contractor will receive compensation based on performance.

MOBILE MONE – CELLULAR DEBIT CARD/ACCOUNT

Company's Current Commission Schedule and Table

(Provided in Updated Commission Calculator or in the appropriate eMONEco Agreement)

Bonus programs and higher commission tiers may be made available based on performance at the sole discretion of Company.

All services, plans and programs sold at a discount may have a reduced commission based on the discounted sale price.

All commissions are subject to charge back if the client payment is refunded and are payable for the duration of the contract.

Company reserves the right to change and adjust prices and payable commission with notice to Contractor.