AGREEMENT made this \_\_\_ day of \_\_\_\_\_\_\_ 20\_\_ by and between AWAKENED, LLC. ("AWAKENED"), with its principle place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_("Certified Distributor"), with its principle place of business located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, AWAKENED’s Founder, Glenn Dietzel, has spent years and substantial monies to develop proprietary systems, training programs, marketing materials, methodologies and mentoring programs intended to train individuals how to market, sell and fulfill high-end, high priced coaching and consulting programs;

WHEREAS, Certified Distributor has successfully completed the AWAKENED “New Stealth Guru Model” Training Program and seeks to be granted the designation as a “Certified Distributor”;

WHEREAS, CertifiedDistributor wishes to participate in the optional New Stealth Guru Model Distributorship Program in order to have the opportunity to sell AWAKENED programs to others with, or without the assistance of AWAKENED.

NOW, THEREFORE “AWAKENED” and “Certified Distributor”agree as follows:

1. **TERM**

 The term of this Agreement shall be for five­­­(5)years from \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and thereafter may be extended for additional five (5) year terms upon the mutual written agreement of the parties, unless sooner terminated as provided herein.

2. **DISTRIBUTORSHIP**

 a. Certified Distributor has already participated in AWAKENEDNew Stealth Guru Model Training and has:

i. Completed training in each of AWAKENED’S‘Speed To Market’ proprietary systems. Including how to create, selland fulfill “big ticket, high priced” programs and servicesfocused on five interdependent systems: 1. Value Creation; 2. Value Delivery; 3. Sales; 4. Marketing; and 5. High Profit Margins

ii. Earned the ability to leverage in its own existing business’marketing that it is a “Certified New Stealth Guru.” This includes a formalized endorsement by Glenn Dietzelof training in the most accelerated systems of business growth and development in the marketplace; and

iii. Has the option to gain the right to resell the New Stealth Guruprogram as set forth in this Agreement.

 b. Accordingly, AWAKENED hereby appoints the Certified Distributor as a non-exclusive distributor for AWAKENED “Products and Services” as periodically designated by AWAKENED to the Certified Distributor during the term of this Agreement (“Products”) which include, but are not limited to:

Awakened Ideation Process™
Awakened Unconscious Credibility Marketing System™
Expert Positioner Software™ System
Strategic Design Model™
Stealth Selling Inside Of Keynoting™
Science of Information Coding ™
Entrepreneurial Authoring™ System with Instant Access to a New York Publisher
Become The #1 Expert In Your Niche Market: How To Effectively Sell High Priced Programs™
Author And Get Rich: How To Write a 100 Page Money Making Book™
*Quick Home Business Profits™
The Ultimate Offer Formula™
Social Lead Machine™
Home Business Launch Pad™
Speed-to-Profit Training Events
Certification Royalty Riches™*

 c. Certified Distributor is thus granted:

1. The right to sell the Products and Services which make up the New Stealth Guru system as part of your existing business or as a new initiative
2. The right to co-brand New Stealth Guru Model systems for your business. This includes access to the development of new programs that AWAKENEDmaybe creating in the future.This includesthe limited right to reprint AWAKENED materials to help you fulfill your own coaching. This includes all copy, educational systems and automated webinar system to make it easy to convert your leads into high paying clients. The educational materials include the ***New Guru Model FREE Report***,***Become The #1 Expert In Your Niche: How To Effectively Sell High Priced Programs.***You will be able to offer both of these educational materials personalized for you plus others as Glenn develops them.
3. Use of a personalized website “co-branded” with you and AWAKENED.
4. The ability to use AWAKENED proprietary marketing materials and systems to promote and sell the Products & Services. These include: The Stealth Selling Inside Of Keynoting™ Program, The Expert Positioner Software™ Program, the Keyword Arbitrage system and other programs & services identified in (b).
5. The ability to use AWAKENED’s webinar closing system to convert leads into purchasers into either AWAKENED’s Products and Services or your own.
6. The option to have AWAKENED’s team assist in or do the actual selling or fulfillment of New Stealth Guru training for you (Either all or partial fulfillment for the fees set forth in this Agreement.)
7. The right to access every on-going program that AWAKENED and its team currently deliver to Glenn Dietzel’sone-on-one clients.
8. Access for you and your clients to the New Stealth Guru Model Private Client website (for sales of AWAKENED products and Services with a retail price over $5,000.00.)
9. Private and exclusive on-going New Stealth Guru training calls for a lifetime.

d. Certified Distributor shall, in furtherance of its responsibilities, without limitation:

 (a) Use its best efforts to actively promote the sale of accurately marketed Products& Services and to serve the interests of AWAKENED, in accordance with this Agreement.

 (b) Use its best efforts to maintain a sales organization, which is adequate to perform the Certified Distributor's obligations under this Agreement, including but not limited to providing assistance to purchasers of the Products.

 (c) Use its best efforts to assist AWAKENED’s representatives in every reasonable manner, including obtaining all information relating to possible expansion of Product usage and to customer requirements and problems.

3. **TERMS & CONDITIONS REGARDINGSALES & FULFILLMENT ASSISTANCE:**

1. In order to receive assistance from AWAKENED, you will need to sell the AWAKENED programs at prices of$5,000, $7,500, $10,000, and $25,000.
2. Certified Distributor cannot break apart the system and sell the Private Client website material or any of the materials that comprise the New Stealth Guru Model System separately.
3. Certified Distributor cannot include the New Stealth Guru Model system or any part of the system inside of another package or a bonus for the purchase of any product. With AWAKENED’S prior written permission, you can add programs to the New Stealth Guru Model system or additional bonuses.
4. Certified Distributor cannot claim to be the author or the copyright holder of AWAKENED materials and cannot imply that you are a partner of AWAKENED, or “Glenn Dietzel’ on the sales materials or forms.
5. In order to maintain your status as a Distributor, you must sell a minimum of $50,000of Products and Services during each year that you are a Distributor. If you fail to attain and maintain this minimum performance, then you will automatically be enrolled in AWAKENED’s “Platinum Coaching Program”for the purposes of improving your performance and upon satisfactory completion, in AWAKENED’s discretion, you may be allowed to once again become a Distributor.

4. **SALES & FULFILLMENT FEES**

* 1. If you elect to have AWAKENED close and/or fulfillsales for you:

Option #1:Certified Distributor does sales and fulfillment but leaves support to Awakened; fees to Awakened - 30%

Option #2: Certified Distributor does sales, but leaves fulfillment and support to Awakened; fees to Awakened - 60%

Option #3: Certified Distributor does fulfillment, but leaves sales and support to Awakened; fees to Awakened - 70%

Option #4: Certified Distributor does support, but leaves fulfillment and sales to Awakened; fees to Awakened - 70%

Option #5: Certified Distributor provides the lead, but leaves fulfillment, sales and support to Awakened; fees to Awakened -80%

b. If customers of Certified Distributor elect to become Distributors, they will need to be certified by AWAKENED, and will contract directly with AWAKENED and pay AWAKENED the monthly maintenance fee.

1. Certified Distributor shall pay AWAKENED a monthly maintenance fee equal to $\_\_\_\_\_/monthand shall authorize AWAKENED to charge Certified Distributor’s credit card for such fee.
2. If AWAKENED actually processes the sale, it shall be entitled to a 5% merchant banking fee.

5. **TRADEMARKS, COPYRIGHTS, CO-BRANDING**

 For the purpose of advertising and selling AWAKENED's Products and Services, the Certified Distributor shall have the privilege during the term of this Agreement to indicate to the public that it is a“Certified Distributor” of such Products and Services and to advertise such Products and Services under the trademarks of "AWAKENED" and any other trademarks which AWAKENED may adopt from time to time. The Certified Distributor shall not remove any trademark or tradename applied to Products at the factory. Permission to display the word “AWAKENED” or any other AWAKENED proprietary words or symbols is only as stated above, and nothing herein shall grant Certified Distributor any right, title or interest in the mark “New Stealth Guru Model” or “Glenn Dietzel” or any product name of AWAKENED, either alone or in association with other words or names. “Co-branding” for the purposes of this relationship allows Certified Distributor to reprint copyrighted material of AWAKENED (with appropriate copyright notices intact) and to the extent Certified Distributor includes its own materials, it should include its own copyright information.

6. **CONFIDENTIALITY**

 Except to the extent that disclosure is required by law, regulation or court order, neither party shall disclose to any third parties the content or nature of this Agreement, or any Confidential Information of the other party, without the prior consent of the other party. No press release regarding the relationship between Certified Distributor and AWAKENED, this Agreement, or its termination will be made without the other party's prior approval.

 Each party agrees to protect the confidentiality of, and take reasonable steps to prevent disclosure of, the other party’s Confidential Information, provided that in no event shall such party’s obligations exceed the standard of care taken to protect its own confidential information of like importance, and to limit access of such Confidential Information to its employees who have a legitimate need to know for the purposes described above. Further, the parties acknowledge that certain information may be used by a party for its internal fulfillment of the obligations of this Agreement as well as in conducting its business. While the parties agree to maintain the confidentiality of the information as set forth above, the parties reserve the right to use the information in the furtherance of their respective businesses.

Each party's obligations under this Agreement shall not apply to information which: (a) is, and can be shown by dated documentation to be, known by that party without restriction as to use or disclosure, or publicly available, at the time of disclosure by the disclosing party to the receiving party; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of the receiving party; (c) is hereafter rightfully furnished to the receiving party by a third party without restriction as to use or disclosure; (d) is disclosed with the prior written consent of the disclosing party; (e) is, and can be shown by dated documentation to be, information that was independently developed by the receiving party.

Furthermore, a disclosure that is required to be disclosed pursuant to any judicial or administrative proceeding shall not be considered a breach of this Agreement, provided that the receiving party immediately after receiving notice of such action notifies the disclosing party of such action to give the disclosing party the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

“Confidential Information” means any and all proprietary and/or confidential data and information that either party may disclose (directly or indirectly, whether in writing or other tangible form, or orally, visually, electronically or other intangible form) to the other party (including, without limitation, data and information related to: products, marketing plans, strategies, business plans, finances and prices, customers, suppliers, vendors, business partners, services, software, hardware, research and development, methods, techniques, drawings, designs, specifications, know-how, ideas, inventions (patentable or otherwise) or patents), which has been identified by the disclosing party as “confidential”, “proprietary” or the like, or which a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure.

7. **RELATIONSHIP OF PARTIES**

 This Agreement establishes the relationship between AWAKENED and Certified Distributor as solely that of a reseller of AWAKENED Products and Services. The Certified Distributor is an independent contractor and in no way AWAKENED's legal representative or agent. Neither party has any authority to assume or create any obligation on behalf of the other party, expressed or implied, with respect to AWAKENED's Products or otherwise.

  Certified Distributorhereby saves and holds AWAKENED and its affiliates, harmless of and from and shall indemnify each of them against any and all losses, liabilities, damages, judgments, awards, suits, claims, fines, penalties and expenses (including reasonable attorneys’ fees and expenses) which may arise in any action, claim or proceeding against them, or any of them, for or by reason of: (a) any acts, whether of omission or commission, that may be committed by Certified Distributor or its affiliates, or any of their servants, agents or employees in connection with Certified Distributor’s performance or failure to perform under this Agreement, (b) any breach by Certified Distributor of any representation, warranty or covenant of Certified Distributor hereunder, or (c) the sale, marketing, advertisement or promotion of the Products and Services by Certified Distributor.

8. **TERMINATION**

 a. For Convenience

 This Agreement may be terminated by either party without cause and solely for the convenience of the terminating party by giving a minimum of thirty (30) days' written notice to the other party.

 b Non-Renewal

 In the event that this Agreement is not renewed by either party, such non-renewing party shall give thirty (30) days’ prior written notice to the other party. Neither party shall incur any liability to the other party for such non-renewal.

 c. For Cause: A party shall have thirty (30) days after its receipt from the other party of a written notice of default in which to remedy any default hereunder (or, if the default cannot reasonably be cured within such thirty (30) days, to initiate within that time substantial and continuing action to cure the default) and to provide evidence thereof to the other party. If any default is not cured within that time (or if substantial and continuing action to cure the default is not initiated within that time), or such other period as applicable law may require, this Agreement shall terminate without further notice to the offending party effective immediately upon expiration of the thirty (30) day period, or such longer period as applicable law may require. Such defaults shall include the occurrence of any of the following events:

 i. If a party fails, refuses or neglects promptly to pay when due any monies owed to the other, (or its affiliates, subsidiaries or designees) or fails, refuses or neglects promptly to submit financial or other information required under this Agreement;

 ii. If a party fails to obtain prior written approval or consent where the same is required pursuant to this Agreement;

 iii. If Certified Distributor offers or sells any unapproved product or service;

 iv. If Certified Distributor, by act or omission, permits a violation of any law, ordinance, rule or regulation of any governmental entity to remain uncorrected, in the absence of a good faith dispute over its applicability or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom;

 v If Certified Distributor, or any owner or shareholder, director or officer, is convicted of a felony, a fraud, a crime involving moral turpitude or any other crime or offense that a party believes is reasonably likely to have an adverse effect on the Proprietary Marks, or the goodwill associated therewith and such person (s) does not disassociate him or herself from a party’s employ; or

 vi If a party commits a material breachof any of its other obligations hereunder.

9. **AUDIT**: Certified Distributor shall keep and preserve for a period of not less than thirty-six (36) months after the end of each fiscal year all business records regarding to this Agreement. AWAKENED shall have the right, during regular business hours and upon reasonable notice, to enter the other party’s premises to inspect, audit and make copies of all such business records relating to customers of Certified Distributor for whom AWAKENED has closed or fulfilled sales of Products and Services. After any such examination, if payments actually made to a party are found to be less than those that should have been paid pursuant to this Agreement, the offending party shall promptly pay the shortage plus interest thereon at a rate equal to Prime Rate plus 1 point.. If any such shortage is found to exceed five percent (5%) in any Calendar Year, then the offending party shall pay the reasonable costs of the examination that revealed the shortage. If payments actually made to a party are found to be greater than those that should have been paid pursuant to this Agreement, the party shall have the right to deduct such overpayment from one or more subsequent payments that may be due to the other party.

**10. INTEGRATION OF AGREEMENT** This Agreement and all ancillary agreements executed contemporaneously herewith constitute the entire agreement between the parties, and there are no other oral or written understandings or agreements between Certified Distributor&AWAKENED.This Agreement may be amended only by a written instrument signed by the parties hereto.

**11. DISPUTE RESOLUTION**

 (a) In the event of an irresolvable material dispute between the parties hereunder, the parties agree to first engage a licensed mediator in a good faith attempt to resolve their disputes. The cost of mediation shall be shared equally. In the event the mediation does not resolve the dispute within thirty (30) days following the first day of actual mediation, any party hereunder may then submit the dispute to arbitration, as provided below.

 a. All disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any claims or causes of action relating to the performance of either party that have not been settled through mediation will be settled by arbitration in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name Place). The costs of the arbitration proceedings will be borne by the losing party if such party is found to have been in material breach of its obligations hereunder. The following will supplement and, in the event of a conflict, will govern any arbitration pursuant thereto.

Neither the mediator nor the arbitrator will have jurisdiction over disputes relating to the ownership, validity, or registration of any mark, trade secret, or copyright of AWAKENED, and will have no authority to declare any mark, trade secret, or copyright invalid, abandoned, misused, abused or otherwise affect the registration thereof or any party’s rights thereto.

 b. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. This agreement to arbitrate will survive any termination or expiration of this Agreement.

**12. NOTICES** Any notice required or permitted to be given hereunder shall be in writing and shall be served upon the other party personally, or by overnight mail, certified mail, return receipt requested, postage prepaid to the addresses set forth above.

**13. MISCELLANEOUS**

(a) This Agreement is to be construed as to form, substance and procedure in accordance with the laws of the venue in which such action is brought.

(b) The titles and subtitles of the various articles and paragraphs of this Agreement are inserted for convenience and shall not be deemed to affect the meaning or provide guidance as to the construction of any of the terms of this Agreement.

(c) If any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

d. Assignment: Neither Certified Distributor’s interests in this Agreement nor any of its obligations, rights or privileges hereunder, may be assigned, transferred, shared or divided, voluntarily or involuntarily, directly or indirectly, without the prior written consent of AWAKENED.

**14. ACKNOWLEDGEMENTS**

 The parties acknowledge, warrant and represent to each other that in connection with the discussion leading up to the execution of this Agreement, no representation has been made by and relied upon as to the future income, expenses, sales volume or potential profitability that may be derived from the offer and sale of the Products and Services.

The parties also acknowledge, warrant and represent to each other thatbecause of the proprietary nature of this program, there is no money back guarantee. You are investing in life time coaching with Awakened, LLC. This also protects all distributors from unlawful use of the systems each distributor has invested in. Should you wish to resign your distributorship rights, your access to Awakened’s mentoring services as a Platinum client (see Addendum A) will continue for an additional6 months term effective the date of resignation from the Distributorship program.

**IN WITNESS WHEREOF,** the parties hereto have duly executed the Agreement the day and year first above written.

Dated: **AWAKENED, LLC**

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

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Dated: **CERTIFIED DISTRIBUTOR**

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

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**\*\*\*\*\*\*\*\*\*\*\*\*\*IMPORTANT: REQUIREDFOR USING YOUR CREDIT CARD\*\*\*\*\*\*\*\*\*\*\*\*\***

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name) agree to the program as laid out for ***New Stealth Guru Model™ Distributorship*** program on this

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date).

 $199 USD/month

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature Date**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have authorized Awakened, LLC to charge my credit card the amount of $199/month USD total (for New Stealth Guru Model™ Co-Branding opportunities and ongoing business assistance as per the Distributor Agreement). Because of the proprietary nature of this program, there is a no money back guarantee. You are investing in life time coaching with Awakened, LLC. This also protects all distributors from unlawful use of the systems each distributor has invested in.

Upon receipt and acceptance of the goods as outlined above, Awakened LLC will have no further obligations to me whatsoever, including any commitment to provide refunds of any kind relative to the goods and services described above.

My name as it appears on my credit card is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_

The billing address as on my card statement is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Cardholder’s Signature Date**

Please fill out this page and fax to 1-519-542-8525 or email admin@SellHighPricedPrograms.com.