

COMMERCIAL FUNDRAISING AGREEMENT

This Agreement (“Agreement”) is hereby entered into and adopted by SBL Services Inc., a California corporation, doing business as lovemycharity.com (hereinafter referred to as “lovemycharity.com”) and _____, a corporation/limited liability company/501(c)3/other (hereinafter referred to as “Nonprofit”) as of _____, 2011 (the “Effective Date”).

1. Description of Parties; Purposes: lovemycharity.com provides an e-commerce online platform that benefits charitable organizations. The website, located at www.lovemycharity.com (the “Website”), currently allows members of the public to sell and buy products and wares and concurrently donate a portion of the sale or purchase price to various nonprofit organizations (the “Marketplace”), and it also allows nonprofit organizations to put items up for auction (the “Auction”). Notwithstanding the foregoing, lovemycharity.com is always looking for other avenues through which to benefit charitable organizations, and it will notify Nonprofit of such new avenues by referring Nonprofit to its “Terms and Conditions,” available on the Website. Nonprofit is a not-for-profit organization whose purpose is to _____ [a statement of the charitable purpose is required]. Through the Marketplace, members listing a product or ware for sale designate a portion of the sale price (minimum of ten percent (10%) or two dollars (\$2.00)) to benefit a designated nonprofit organization from a list which will include, but will not be limited to, Nonprofit (lovemycharity.com will have no control over which organizations donors decide to support). Once the transaction has been completed, the designated portion of the sale price will be transferred from the seller to lovemycharity.com; lovemycharity.com will process the donation and, less hard costs and its percentage compensation, will turn the funds over to Nonprofit pursuant to the terms hereof. Through the Auction, Nonprofit will have the opportunity to place items up for auction (each an “Auction Item”) to be bid on by the users of the Website. Once an Auction Item has been purchased, the highest bid price will be transferred from the buyer to lovemycharity.com; lovemycharity.com will process the donation and, less hard costs and its percentage compensation, will turn the funds over to Nonprofit pursuant to the terms hereof. If a final bid is accepted, but payment is not received by lovemycharity.com within seventy-two (72) hours thereafter, Nonprofit will have the right to relist the Auction Item on the Website.

2. Respective Obligations; Relationship of the Parties: Nonprofit desires to engage the services of lovemycharity.com for the purpose of assisting Nonprofit to raise money through the use of the tools and services available on the Website as described above (hereinafter, such services shall collectively be referred to as “Services”). Nonprofit hereby engages lovemycharity.com as an independent contractor, and lovemycharity.com hereby accepts its engagement as such, in order to provide Nonprofit with its Services, commencing upon _____ and ending at the end of the term of this Agreement. As such, Nonprofit shall retain control and approval over the content and frequency of any solicitations made pursuant to this Agreement. As a courtesy to Nonprofit, lovemycharity.com may send donors an email memorializing the donation or purchase made through the Website. However, Nonprofit warrants and represents that it is not relying on lovemycharity.com to provide such documentation to donors, and that such action of lovemycharity.com shall in no way relieve Nonprofit of any duties or donor substantiation requirements it may have under local, state or federal law. The parties intend to create an independent contractor relationship whereby lovemycharity.com will provide the Services to Nonprofit for the purpose of assisting Nonprofit to raise funds. lovemycharity.com is not an agent, employee, officer, director, servant, partner, manager, or joint venturer of Nonprofit, nor should anything herein be construed as creating such a relationship between the parties or between any of their respective assigns, directors, officers, employees, or representatives.

In addition to the above, Nonprofit warrants and represents that i) it is a nonprofit organization, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code; ii) that any and all funds raised in connection with lovemycharity.com’s performance of the Services, aside from those payable to lovemycharity.com, will be used in furtherance of Nonprofit’s exempt purpose(s) as further described herein and as presented to lovemycharity.com; iii) that Nonprofit has accurately set forth herein and described its operations and programs to lovemycharity.com and that it is aware that lovemycharity.com is relying on such warranties and descriptions in the rendering of its Services; and iv) that it has read and understood the “Terms and Conditions” of the Website, as such “Terms and Conditions” are defined thereon (including but by no means limited to those terms relating to nonprofit organizations), each of which are incorporated herein by this reference, and that it agrees to be bound thereby and comply therewith.

3. Control/Approval: lovemycharity.com agrees to use commercially reasonable efforts at all times in

performing the Services, and notwithstanding anything else contained herein, Nonprofit shall control and approve the content and frequency of all solicitations made in connection with the Services.

4. Methods: If lovemycharity.com proposes to make any payment in cash or in kind to any person or legal entity to secure any person's attendance at, or sponsorship, approval, or endorsement of, a charity fundraising event, the maximum dollar amount of those payments shall be set forth in this Agreement by way of an Addendum hereto signed by both parties.

5. Compensation: Upon the signing of this Agreement, Nonprofit shall pay to lovemycharity.com a one-time administrative sign-up fee of one hundred dollars (\$100.00) to be listed as an organization eligible to receive donations through the Marketplace on the Website. This fee shall be a one-time initial fee for the duration of the Term of this Agreement; however, should Nonprofit desire to re-engage the services of lovemycharity.com after the termination of this Agreement, Nonprofit will be required to pay an additional sign-up fee (which shall be determined in good faith between the parties at such point in time). Nonprofit will not have to pay any initial fee for its use of the Auction. For sales through the Marketplace, lovemycharity.com shall be compensated for (i) each Marketplace transaction wherein Nonprofit is the designated recipient organization and (ii) each Marketplace transaction wherein Nonprofit is the seller. In each instance, lovemycharity.com shall be entitled to twelve percent (12%) of such donation made by the seller to Nonprofit, in addition to thirty five cents (\$.35) per transaction (to cover the hard cost of the transaction fee). For sales by Nonprofit through the Auction, lovemycharity.com shall be entitled to nine percent (9%) of the purchase price of the Auction Item, in addition to thirty five cents (\$.35) per transaction. Further, for both the Marketplace and the Auction, as lovemycharity.com will remit the funds to Nonprofit as further described herein-below, lovemycharity.com shall also subtract from the amount remitted to Nonprofit the automatic transfer fee of twenty-nine cents (\$.29) from each periodic transfer. Notwithstanding anything else contained herein, in no event shall the compensation percentage to lovemycharity.com be violative of Section 17510.87 of the California Business and Professions Code or any other applicable law.

6. Management of Funds: The parties hereby agree that any and all funds raised on behalf of Nonprofit in connection with the Services (less the aforementioned fees) shall, in their entirety and within five (5) working days of receipt, be delivered to Nonprofit either in person, by United States express mail (overnight), or by deposit in an account at a bank or other FDIC insured institution that is solely in the name of Nonprofit and over which Nonprofit has the sole control of withdrawals. As such, Nonprofit agrees to provide lovemycharity.com with any reasonably necessary information to enable lovemycharity.com to make such deposits, including but not limited to the below account number and routing number. As lovemycharity.com will be relying on the information provided for herein-below, Nonprofit warrants and represents that the following information is true and correct; Nonprofit further agrees to notify lovemycharity.com in writing no later than forty-eight (48) hours after any of the following information changes:

Account Number into which the funds shall be deposited by lovemycharity.com: _____

Routing Number for the aforementioned account: _____

In conjunction with the remittance of funds to Nonprofit, lovemycharity.com shall provide a written accounting, via mail, email, facsimile or other similar means, of all funds received sufficient to enable Nonprofit to determine that representations made to the public on its behalf were adhered to accurately and completely.

7. Term: The term of this Agreement shall commence on the Effective Date listed above and continue until December 31 of the current year, and shall renew for successive one (1)-year periods from January 1 through December 31, unless sooner terminated as provided for herein (herein all of such terms shall be collectively referred to as the "Term").

8. Cancellation of Agreement: Nonprofit shall have the right to cancel this Agreement, without cost, penalty or liability for a period of ten (10) days following the date of execution, by serving a written notice of cancellation on lovemycharity.com. If mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. The notice shall be sufficient if it indicates that Nonprofit does not intend to continue to be bound by this Agreement. Upon such cancellation, the initial administrative sign-up fee of one hundred dollars (\$100.00) shall be returned to Nonprofit. Any funds collected

after the effective notice that the Agreement has been canceled shall be deemed to be held in trust for the benefit of Nonprofit without deduction for costs or expenses of any nature. Nonprofit shall be entitled to recover all funds collected after such date of cancellation.

9. Termination of Agreement: Following the initial ten (10)-day cancellation period described above in Section 8, Nonprofit reserves the right to terminate this Agreement, upon thirty (30) days prior written notice to lovemycharity.com. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination pursuant to this Section 9, Nonprofit shall be liable for Services provided by lovemycharity.com up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10)-day cancellation period described above in Section 8, Nonprofit reserves the right to terminate this Agreement, without payment or compensation of any kind to lovemycharity.com, at any time upon written notice to lovemycharity.com, if lovemycharity.com or its agents, employees, or representatives (i) makes any material misrepresentations in the course of solicitations or with respect to Nonprofit; (ii) is found by Nonprofit to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony; or (iii) otherwise conducts fundraising activities in a manner that causes or could cause public disparagement of Nonprofit's good name or goodwill. Further, either party may terminate this Agreement at any time upon five (5) days written notice; upon such termination lovemycharity.com shall be entitled to compensation for those transactions completed prior to such termination as well as all transactions that were listed on the Website prior to such termination but completed after such termination.

10. Compliance with Regulatory Requirements: Nonprofit agrees to return to lovemycharity.com within five (5) days of the delivery thereof, a signed copy of the California Attorney General Form CT-2CF – Annual Report, which lovemycharity.com shall prepare. No later than ten (10) days after lovemycharity.com's receipt of the signed Form CT-2CF – Annual Report from Nonprofit, lovemycharity.com shall provide Nonprofit with a full list of donors who made donations through the Website.

11. Miscellaneous: This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event that any provision of this Agreement is found to be inconsistent with or is in contravention of any international, federal, state or local law, then such federal, state or local law shall preempt such provision of this Agreement. Notwithstanding the foregoing, if any provision of this Agreement, or any portion thereof, is so preempted, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid and/or unenforceable provision shall be replaced with a valid and/or enforceable provision which most closely approximates the intent and economic effect of the preempted provision. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration with the American Arbitration Association in Los Angeles County, California in accordance with the then current American Arbitration Association Rules.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day first written above.

NONPROFIT, _____, a corporation/limited liability company/501(c)3/other

By: _____

Dated: _____

Its: _____, _____

EIN: _____

lovemycharity.com, a California corporation

By: _____

Dated: _____

Its: President, Shaun Brickhandler