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CONFIDENTIAL – NOT TO BE SHARED WITH ANYONE BUT THE "CONSULTANTS" HEREIN -- CONFIDENTIAL

[MUTUAL] CONSULTING INCOME-SHARING AGREEMENT

[Note: this pro-forma agreement may be modified to be Mutual as well as Equal Sharing of Income.]

The undersigned Consultants enter into this Agreement for the purposes of securing Funding as Consultants to Funders or their Consultants (which the Lead Consultant may be).

Duties of Lead Consultant and Active Consultants:

Lead Consultant

- Leads communications with Clients, copying Active Consultants – in CC or BCC as appropriate
- Closes arrangements and signs agreements with Funders
- Closes arrangements and signs agreements with client Companies
- Pays Active Consultants from proceeds, per "Consulting Income Schedule"

Active Consultant

- Vet Company: very good product/service, management team, financial projections, business plan, legal structure – *making sure the mm**Mm**™ system is included or used (**M**ission, **M**arket, **M**anagement and **M**oney™)*
- Recommend and fully introduce client Companies, with complimentary remarks about the Lead Consultant and Company (include management team names and at least one full set contact information: email, address, phone)
- CC Lead and other Active Consultants as situations arise in which Company contacts Active Consultant directly
- Keep Lead and other Active Consultants informed of any developments or opportunities outside current client Company activities
- Support Lead with document review, immediately-available connections, calls/emails as requested and reasonable
- Report results within one business day, unless otherwise arranged

Consulting Income Schedule for Each Active Consultant: Income has no cap. Flat income arrangements are preferred, especially in the USA and other countries that restrict percentage-based commissions and fees to unlicensed securities brokers. Based on the Lead Consultant's Gross Income (before other referral fees are paid), which may vary to be equivalent to 10% or more of the funding:

- 20% [up to an Equal Share] for each vetted, fully-introduced Company;
- [10% total for] Additional Services [included]:
  - Information offered or requested utilizing Active Consultant's research and experience;
  - Immediately-known funding leads;
  - Use of Active Consultants' resumes as candidates for Company's Board of Advisors/Directors or CxOs.
- Active Consultants are allowed to garner additional income from:
  - Consulting to Lead Consultant on deeper research into funding leads and other areas that go beyond the scope of "Additional" Services, at a negotiated rate - paid by Lead Consultant;
  - Representing a Capital Provider - paid by Company;
  - Referring in an accepted and contracted Active Consultant - paid by Active Consultant;
  - An Advisor, Director or CxO - paid by Company.

Payments: Possible and acceptable forms of payments are: cash, commodity of the project, gold, silver, cut & polished diamonds or founders equity (at the least price ever charged or ever will be charged per undilutable percentage of the Company), payable within fifteen (15) business days of proceeds clearing Lead Consultant's or other receiving entity's bank.

Communications: Consultants will include each other in significant communications between each other, Companies or Capital Providers.

Confidentiality. Any contacts, Companies, plans, and other business data that the Consultants will share, that have not been previously discovered from other sources by the individual Consultant nor is Public Information, will be kept in confidence between the Consultants. This paragraph will survive this agreement for a period of one year.

Employment Status. All Consultants will act as independent contractors. Each will be responsible for payment of all taxes including Federal, State and local taxes arising out of the their activities in accordance with this agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, W-9, and any other taxes or business license fees as required. Each will pay their own travel, communication and office expenses, as well as provide their own transportation, office and office equipment.

Governing Law. The applicable law shall be the laws of the jurisdictions for each Consultant, as may be applicable for this Agreement.

Legal Venue. Any disputes will be decided in the appropriate court having jurisdiction over the current address of the defendant Consultant if Mediation or Arbitration fails.

Severability. If any provisions of this Agreement shall be held to be invalid, the other provisions shall remain enforceable unless deletion of the invalid material will defeat the essential purpose of the Consultants as expressed in this Agreement.

Entire Agreement. This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the Consultants, and supersedes all previous understandings and agreements between the Consultants, whether oral or written. This Agreement may not be modified other than in a writing executed by both Consultants and stating its intent to modify or supersede this Agreement.

Counterpart Execution. This Agreement may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement) and shall become effective when one or more counterparts have been signed by each of the Consultants and delivered to the other Consultant. A PDF compendium of signed documents will be compiled by the Lead Consultant, and distributed to Seller's Consultant, all Consultants, and if required for direct distribution of Fees, to the closing escrow officer.

AGREED TO BY THE FOLLOWING CONSULTANTS *(overlay italics, if in text-processing program)*:

Name: date	Kenton H Johnson date
Consultant Type: [Lead] Consultant	[Active] Consultant
Title:	Founding Member
Company (requires EIN):	Prosper Systems, LLC
Street Address:	4860 Chambers Rd, #48
City, ST ZIP Country:	Denver, CO 80239 USA
Mailing Address (if different):	302-536-8665 (GV)
City, ST ZIP Country:	303-770-4022 (M)
Phone (O, GV):	Kenton@ProsperSystems.biz
Mobile Phone (M):	ProsperSystems.biz
Email Address:	Skype: KentonHJohnson
Website URL(s):	EIN: 20-2117993
Skype:	ABA/Routing Number: 302-075-018
EIN/SSAN:	Account Number: 588-441-766
ABA/Routing Number:	Account Name: Prosper Systems LLC
Account Number:	
Account Name:	

Update contact information, then create and sign a PDF with Acrobat Reader's signing facility, DocuSign, or Print, Sign and Scan. eMail PDF to Consulting@ProsperSystems.biz. A fully-signed copy will distributed to each Consultant.

Additional Active Consultants (duplicate for as many Parties as necessary):

Name: date	*Name:* date
Consultant Type: [Active] Consultant	Consultant Type: [Active] Consultant
Title:	*Title:*
Company (requires EIN):	*Company (requires EIN):*
Street Address:	*Street Address:*
City, ST ZIP Country:	*City, ST ZIP Country:*
Mailing Address (if different):	*Mailing Address (if different):*
City, ST ZIP Country:	*City, ST ZIP Country:*
Phone (O, GV):	*Phone (O, GV):*
Mobile Phone (M):	*Mobile Phone (M):*
Email Address:	*Email Address:*
Website URL(s):	*Website URL(s):*
Skype:	*Skype:*
EIN/SSAN:	EIN/SSAN:
ABA/Routing Number:	ABA/Routing Number:
Account Number:	Account Number:
Account Name:	Account Name:

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