



Independent Marketing Representative (IMR) Agreement

Revised 7/3/2019

This agreement is between Independent Marketing Representative (Herein after known as IMR, Independent Contractor, Marketing Reps, Independent Cert Coaches ICC) and Cert Academy Online LLC (Herein after known as CAO, or Company) to sell certification prep training products to customers. (Herein after known as Clients, Trainees, and Customers)

1. **Agreement:** CAO hereby engages the IMR to market and solicit orders for the Certification Prep and Professional Development training services offered by CAO and listed on the CAO website. For the purpose of this agreement, an Independent Marketing Representative (IMR) or a Cert Coach is an individual, partnership or corporation who has been interviewed by a CAO staff member, been accepted as a IMR by CAO, has read and signed this agreement and has completed CAO training. Only approved IMRs may sell product offered by CAO.
2. **Scope of Service:** IMR will market CAO services, assist interested parties with developing a plan to achieve their training goals. IMR will also assist clients with selecting a payment option and apply for selected option as applicable.
3. **Independent Contractor:** The IMR acknowledges that he/she is an independent contractor, conducting business for IMR's own account, and not as an employee of CAO. IMR also understands that he/she shall be responsible for payment of all applicable Federal and State taxes including social security taxes, unemployment taxes, sales taxes and income taxes. IMR is responsible for abiding by all applicable Federal, State and Local laws. IMR agrees and understands that he/she cannot bind CAO or any of their provider companies by any promise or agreement, to incur any debt, expense, or liability in its name or account, or waive any of the provisions of CAO products or IMR Agreements.
4. **Time Commitment:** IMR understands that they must commit to at least 10 hours of time to work on marketing CAO products. IMR may choose time between 9am through 9pm. IMR also understand that they must abide by outbound call rules and regulation. CAO will provide IMR with a list of call times by state.
5. **State, Federal and Taxes:** All IMRs living in USA are subject to U.S. income tax and must have a valid US federal tax ID or Social Security number, and present such to CAO.
6. **Health and Liability Insurance:** IMRs understands that CAO does not provide health or liability insurance to independent Marketing Reps. IMRs are responsible for carrying their own insurance if they desire. CAO does not require IMR or Mentors or Resellers to carry life or liability insurance to be accepted as a IMR or Manager with CAO.
7. **Minimum Age:** IMR shall be at least 18 years of age or the age of consent for the state in which the applicant resides. It is the responsibility of the IMR to understand and abide by their state age of consent.
8. **Independent Marketing Representative will receive the following form CAO:**
 - a. **Identification Number:** CAO will issue an Identification Number immediately after ICC completes training, has submitted training quizzes, receipt of CAO's ICC information form, and agreeing to this agreement. This identification number must appear on all ICC's client purchase forms that are submitted by ICC in order to get proper credit and payment for the sale.
 - b. **Training:** All ICCs will receive product knowledge, marketing and sales training. For most of the training components IMR will take a quiz to assure he/she understands training content. IMR must complete training and submit quizzes before they can sell CAO training products and before they receive their identification number.
 - c. **Assignment of Mentor/ Reseller-** IMR will be assigned to a Reseller that will assist CAO with training, coaching, lead assignment, marketing strategies and overall motivation.
 - d. **Continuous Training:** ICCs will also receive continuous training and coaching on product knowledge and sales from CAO staff, their assigned reseller and online training videos.
 - e. **Access to CAO Website:** Once IMR has signed this agreement and has submitted their photo ID, CAO will provide IMR with a website user name and password which will allow them to access their account on the CAO website. The website will give ICC access to training videos, CAO policies and procedures, continuous training videos and approved marketing materials etc.

- f. **Soft- Phone System-** ICC will get access to CAO soft-phone system which will allow ICC to make and receive calls as well as texts. ICC is responsible for acquiring the appropriate technology to get access to system such as: computer, high-speed internet, microphone or headset. ICC also understands that all calls made via computer, tablet and app will be recorded for training, quality and compliance purposes. IMR understands that for their protection they must use online softphone or app calling CAO clients. This service is provided at no cost for all national calls. However, IMR understands that they will be responsible charges incurred for international calls.
 - g. **Online Conference System-** CAO will also recommend to IMR an online conferencing system at no cost to IMR that will allow them to conduct presentation via web-conferencing. IMR will record all online presentation for training, quality and compliance assurance.
 - h. **CAO E-Mail:** ICC will be given access to CAO email to use for all in and outbound e-mails.
 - i. **Digital Lead Form:** CAO will also create a personalized Digital Lead Form for all Cert Coaches. This form will be used by the Cert Coaches to submit their client information. Once client information is entered in the digital form, it will be automatically entered into CAO database system under the Cert Coach name. ICC's client information will be exclusive to the IMR that initially submitted their information. All client information entered by CAO will also be sent to ICC's e-mail.
 - j. **Personalize Digital Marketing Materials:** ICCs will also have access to e-flyers, e-postcards and marketing videos that can be e-mailed, or posted or mailed to prospective clients.
 - k. **Leads:** Though no specific set amount of leads is guaranteed, CAO attempts to generate leads for IMR. IMR must commit to a set schedule with CAO so that CAO can distribute leads accordingly. IMR must make CAO aware of any changes to schedule one to two days prior. If IMR is not able to work a lead on the scheduled time CAO may redistribute lead to another IMR. In such cases the lead and client will belong to the new IMR. IMR also understands that commissions for sales from leads provided by CAO will be paid at 12% commissions. IMR is also responsible for generating leads through his/her marketing efforts.
9. **Territorial Limits:** CAO recognizes no exclusive territories. Therefore, ICCs will not be limited from conducting business in any states, territories or areas in the USA.
 10. **Recruiting IMRs:** For quality and integrity control any individual referred for an IMR position must apply for a position by submitting their resume and be interviewed by CAO staff member. IMR also understands that their referrals will be subject to an interview by a CAO executive staff member and may be declined.
 11. **ICC Mentors/Reseller:** IMRs may be appointed to a Reseller/Mentorship position. A Mentor/Reseller assists other IMR/ICC's with strategic planning, marketing, etc. They will also assist with lead distribution. Mentor position appointments are based on a variety of factors including, IMR sales activity, sales process accuracy, ability to train, ability to generate leads, ability to convey CAO's product information accurately and ethically, leadership ability.
 - a. Once appointed, mentors understand that they are also Independent Marketing Reps and must adhere to agreement herein.
 - b. Mentors/Reseller will receive a percentage of the amount of sales that IMRs that are appointed to them.
 - c. Once appointed mentors will agree and sign a Reseller/Mentor agreement.
 12. **Presentation of CAO Training Products:** IMR will explain CAO's training products to customers honestly and in entirety, without embellishment, distortion or misrepresentation. Any additional offers, misrepresentations or agreements made by IMR in connection with CAO training products are prohibited and may result in termination of the IMR Agreement. IMR will make clear in any presentation to prospective trainees the following items:
 - a. That CAO is a certification prep, and professional development product for individuals that are seeking to acquire certification in the areas where CAO offers training
 - b. That CAO is an Avocational certification prep training product for professional development and that CAO does not guarantee successful completion of training or passing of certification exams.
 - c. That customer is purchasing 24/7 access to training products for one year. All training products books and materials will be provided to customer through their training portal.
 - d. That CAO does not provide placement or job search assistance other than the articles and videos provided on CAO website for the professional development of our trainees.
 - e. That if the prospective trainee needs financing assistance IMR will provide financing assistance policies and procedures.

- f. That training courses will be made available once the Trainee has met payment obligation based on CAO financing policies and procedures.
 - g. That CAO does not guarantee any specific potential income or income increases as a result of acquiring certification
 - h. That prospective trainee will not need to purchase any other product or infer the requirement to purchase of any other product outside of CAO website in order to train with CAO.
13. **Marketing Materials, Advertising and Promotions:** CAO encourages advertising and promotion as a viable method for IMRs to build their business. However, strict guidelines are necessary to maintain an accurate and legally compliant marketing effort. Therefore IMR must abide by the following advertising and promotion policies. As aforementioned, CAO will provide IMR with a variety of digital marketing materials that IMR can e-mail to clients or post on social media or print for distribution.
- a. IMR may create his/her own marketing material. IMR understands that any marketing pieces created by the IMR must be approved and given an approval number by CAO before its use.
 - b. IMR may ask provide CAO with marketing, flyer, post, etc. ideas. If Ideas are viable CAO will assist IMR with the creation of any flyer, post, ads.
 - c. IMR understands that any marketing material or ads that he/she creates and has received an approval number becomes the property of CAO and can be used by CAO for marketing purposes.
 - d. IMR may also create, and print flyers at their expense. IMR is responsible for abiding by any local laws and ordinances regarding flyer distribution. Any fines that result from the distribution of flyers are the responsibility of the IMR.
 - e. All trade policies, training, marketing materials and testimonies of CAO are the exclusive property of CAO, and any use of these materials for purposes other than the promotion of CAO and it's services will be deemed as infringement, exploitation and plagiarism.
 - f. No IMR should accept ad copy from anyone outside of CAO executive staff and assume it has been approved.
 - g. IMR may also make CAO aware of possible advertising mediums for consideration. IMR understands that if CAO post any ads in their area the leads generated will not be exclusively theirs.
14. **Media Contacts:** To maintain accuracy and a consistent company image, it is required that media inquiries, including radio, television and print publication be referred directly to CAO's VP Marketing. All other media contacts (talk shows, live interviews, etc.) through radio, television, Internet or other media must be approved by CAO in advance.
15. **Customer Payments for Product Purchases:** IMR will assist client with selecting payment method while doing so IMR must adhere to the following criteria:
- a. ICC may not ask for any of their customer's financial information to make payments for training.
 - b. ICC must have customer make any initial, full, or financing payment via the CAO secure website only.
 - c. All payment must be made by prospective trainee via credit or debit card.
16. **Commissions:**
- a. ICC will be paid 12% for sales made by leads that are provided by CAO and 15% for sales via leads generated by IMR.
 - b. Commissions are paid based on "Cash In". "Cash In" is defined as all training funds paid by ICC's customers and received by CAO.
 - c. One of the payment methods available to customers is the Pay As You Go plan with CAO. This is where the customer will make monthly payment as they have access to their training product. ICC will continue to be paid 12% or 15% ,respectively, for any additional payments made by their customers on the Pay As You Go Plan.
 - d. To avoid any charge back of commissions paid, ICC will be paid once client has made payment and has received the information for their training portal. CAO waits at least two days after client has received their training portal information before the sales is deem complete and commissions can be paid.
 - e. Commissions will be paid on the Monday after the second and last week of the month for funds received the previous two weeks in which the customer has accepted training.
 - f. With each payment, CAO will provide ICC with a commissions report listing customer name, type of payment, amount paid, amount of payments left, an update of commissions paid for each account, and information on clients that have not made payments.

17. **Commission Qualifier:** ICC must meet all commission qualifications in order to receive payments. IMRs commissions qualifier are as follows:
- (a) ICC must be in good standing with CAO. Good standing means, IMR has met and abide by all policies and procedure listed herein.
 - (b) Have an identification code
 - (c) Have customers that paid and have completed any required order forms.
 - (d) Have clients in their account that have purchased training products and have made appropriate payments.
18. **Charge Backs:**
- a. As per our customer terms and conditions individuals will have three days from the time they purchase training product to cancel their order. For the most part it will take 24 to 48 hours for us to create a customer training portal.
 - b. Once they receive their user name and password to access their training portal, and the three day period has elapsed, they will be committed to taking the training and continue with payments.
 - c. Though IMR can call customers to inquire about payments, CAO will be responsible for sending reminders and calling customers for payment.
 - d. However, if the customer wants to discontinue their training due erroneous information provided by their IMR regarding training, training resource, certification guarantees, placement guarantees etc. which results in a full refund, IMR will be asked to return all commissions pay.
 - e. To safe guard IMR must assure that all presentations or conversations with customer on phone or web conferencing are recorded.
19. **Customer Retention:** Though IMR my continuously stay in contact with their client it will be CAO's responsibility for customer retention.
20. **Termination:** In the event a breach of the IMR Agreement or violation of CAO's policies and Procedures occurs and is verified by the Company, CAO may elect to terminate the offending representative. CAO may, in its sole discretion, take other disciplinary actions for violations of this Agreement, including fining or suspending the offending IMR. IMR also has the option to cancel this agreement at any time by giving the company written notice. IMR also understand that they may not transfer his/her accounts to another IMR or non-IMR individual.
- a. **CAO Termination of IMR-** In the event that IMRs is terminated for violating terms of this agreement, CAO my do some or all of the following:
 - i. Reassign ICC active customers to another IMR
 - ii. Pay any commissions earned after termination to assigned IMR.
 - iii. IMR discontinue access of all IMR CAO resources, i.e. soft-phone, email etc
 - b. **IMR Termination Agreement-** In the event that IMR wishes to terminate agreement and is in good standing with CAO and has not deleted customer information from any of the resources provided by CAO i.e. client information on soft-phone, e-mail, web-conferencing system, IMR will continue to receive 10% of all funds received by their customer as they make payment in accordance with the commissions terms listed on section 16 and 17 of this agreement.
21. **Arbitration:** If a legal disagreement arises between CAO and any IMR, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association. Any arbitration proceedings will be held in the state of CAO Corporate location currently in the state of New Jersey.
22. **Representative Agreement:** This agreement constitutes the entire agreement between the representative and CAO, and no other promises, offers, representations, agreements or understandings of any kind shall be binding upon CAO, unless made in writing and signed by an authorized officer of CAO.
23. **Governing Law:** The laws of the State of New Jersey shall govern this agreement without respect to New Jersey choice of law rules. IMR consents to the exclusive jurisdiction of the state and federal courts located in Texas for any dispute arising out of this Agreement.
24. **Non-Compete-** I understand that in the course of my performing duties for CAO in the capacity of IMR, I will be given access to certain confidential, commercially sensitive, proprietary, and trade secret information, including but not limited to lists of customers, prospects, methods of operation, statistical information, the contents of training, operational, procedural, and sales processes. I further understand that you have expended substantial sums of money for advertising, public relations work and otherwise to solicit customers for your business, and to utilize individuals to render services to such customers

and that you will provide me with training in your methods of operation, digital marketing and presentation resources. I understand that your unique and specialized training and procedures have been developed to continually train individuals to maximize sales. I shall receive from you as described above and as a condition of my providing services to the company, I agree:

- a. That at all times while I am an Independent Contractor for Company and for a period of twelve (12) months thereafter, I will not, directly or indirectly, induce any customers of the Company for whom I have had responsibility or with whom I have had any contact to patronize any business other than that of the company, or canvass, solicit, accept, or service any business from any customers of the Company for whom I have had responsibility or with whom I have had any contact, or request or advise any customers of the Company for whom I have had responsibility or with whom I have had any contact to withdraw, curtail, or cancel their business with the Company.
- b. That at all times while I am an Independent Marketing Rep for the Company and for a period of twelve (12) months thereafter, I will not, directly or indirectly, recruit, induce or advise any IMR to work for, or to be employed by any person or entity other than the Company.
- c. That at all times while I am an independent contractor of Company, and at any time thereafter, I will not disclose or make available any Confidential, Commercially Sensitive, Proprietary and or Trade Secret Information of the Company to any person or entity.
- d. That all Confidential Information, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of the Company. Upon request by the Company, and, in any event, upon termination of my services for the Company for any reason, I shall promptly deliver to the Company all property belonging to the Company in my custody, control or possession, including all Confidential Information.
- e. That I am not a party to any contract or agreement containing restrictive covenants limiting, prohibiting, or restricting either my activities in the training services industry or my execution of this Non-Disclosure and Non-Competition agreement and I agree to hold Company harmless from any and all suits and claims arising out of any such restrictive covenants, contracts, or agreements including the cost of all attorney's fees and taxable court costs incurred in the enforcing of this hold harmless clause or in any suits or claims arising from such prior covenants, or agreements.
- f. That I may from time to time be provided by the Company with handbooks and manuals regarding Company's policies and procedures. Said handbooks and manuals do not constitute for employment with Company, either express or implied, and Company reserves the right at any time to change, delete, or add any of the provisions therein in its sole discretion. Furthermore, the provisions of said handbooks and manuals are designed by Company to serve as guidelines rather than absolute rules, and exceptions are made from time to time on the basis of particular circumstances.
- g. That any new idea, invention, improvement, technique, process, strategy, proposal, design, logo, computer program or copyrightable work created by or developed in whole or in part by me during the course of my providing services to the Company and related to the business of Company, will promptly be disclosed and explained by me to Company, and all rights to such ideas, inventions, improvements, techniques, processes, strategies, designs, logos, computer programs, or copyrightable works will be assigned to Company without additional compensation unless the Company and I have a written
- h. That the restrictions contained in this Agreement are ancillary to an otherwise enforceable agreement, including without limitation, the promise by me not to disclose Confidential Information.
- i. That the remedy at law for breach of this Agreement is inadequate and irreparable damage will result in the event of the breach of any covenants herein, and thereby, you shall be entitled to injunctive relief in addition to having and action at law for damages.

- j. That the invalidity of any portion of this Agreement shall not affect enforceability of the remainder. If any of these restrictions shall be unenforceable because they are for too long a period or too broad a geographical area, or for any reason whatsoever, I agree that the restrictions shall be effective for such period of time and such area and to such extent as they may be enforceable.
- k. This Agreement shall be governed by the laws of the state where I am initially employed by Company.
- l. That if I breach any of the covenants set forth in this Agreement, jurisdiction and venue are waived and suit may be brought in Camden County, New Jersey and Company may, at Company's option, apply to any Court with proper jurisdiction for the entry of an injunction and restraining order, restraining such breach. Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights available to Company.

I certify by completing the IMR information form and agreeing to this agreement on CAO Website understand and agree to abide by the provisions of this agreement. I also understand that if CAO make changes or additions to this agreement CAO will make me aware of any changes and have me re-agree to said changes