



149 Avenue at the Common
Suite 202
Shrewsbury, NJ 07702
Tel: (866) 72 COACH

iPEC Independent Ambassador Agreement

This Agreement is made effective as stated in Article 26 of this Agreement between Perfect Creation Inc, d.b.a. iPEC Coaching, a New Jersey Corporation, engaged in the sales of Self Mastery Programs, Coaching Services and related products, with offices located at 149 Avenue at the Common, Suite 202, Shrewsbury, New Jersey 07702 (the "Company") and Applicant ("I" or "me"), who agree to the following:

- 1. Qualification as an Independent Ambassador.** I apply for authorization to serve as an Independent Ambassador of the Company and certify that I am at least 18 years of age. The applicant must provide a US Social security number and have a permanent address in the United States. Ambassadors must be individuals and not companies.
- 2. Independent Status/Taxes.** I certify that I am an independent contractor with control over the scope, methods, and manner of my activities pursuant to this Agreement. I understand that I shall be treated as an independent contractor with regard to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, Federal Insurance Contribution Act, Workers Compensation, and any state unemployment act or other federal, state, or local ordinance, rule, or regulation. I shall bear full responsibility for the payment of all applicable premiums, license requirements, and fees attributable to my sales activities and earnings. In those jurisdictions where the company is so licensed, I authorize the Company, on my behalf, to collect and remit to the applicable governmental agencies the proper sales/use taxes due as a result of my purchases and resale of products of the Company (the "Products"). I understand that I have no right, power, or authority to incur any debt, obligations, or liability on behalf of the Company, to employ or engage others on behalf of the Company, or to bind the Company to any agreement of any kind whatsoever without the express written approval of the Company.
- 3. Insurance Liability and Assumption of Risk.** I agree to keep in force all liability, business and vehicle insurance in such terms and amounts as are required by law or are reasonable as prudent business practices. I understand that while traveling to or from Company-related meetings, events, workshops or gatherings, I am doing so as a part of my own independent business and not in any manner as an employee, agent or functionary of the Company, notwithstanding the fact that my attendance may be based in whole or in part by invitation from, or agreement with, the Company to attend. I assume all risk and responsibility for such travel.
- 4. Starter Kit.** The Company shall provide me with an Independent Ambassador Starter Kit for sales demonstrations, which will be composed of Company Products selected in whole, or in part, by the Company. The kit will be sold to me at a price determined by

the Company. I understand that the Ambassador Starter Kit is personal to me and cannot be resold or given to any other person.

- a. **Ambassador Website.** The Starter Kit includes an ambassador website which the ambassador is not charged for the first six (6) months. After the first six (6) months, the ambassador will be charged \$7.95 for the website, unless cancelled.

5. **Responsibilities as an Independent Ambassador.** Subject to acceptance of this Agreement by the Company, I agree to purchase the Company's Products for resale to consumers on a direct-sales basis only and to perform the role of Ambassador. According to the terms of this Agreement, the Ambassador Manual, or their successor documents, the terms and conditions of which are incorporated herein by reference and any of which may be amended from time to time by the Company with 30 days prior notice. Such amendments shall be effective 30 days from the mailing date, unless amended to conform to federal and/or state laws, in which case the amendment shall be immediate. I understand that policy changes published by the Company will be placed on the Company website and incorporated into this agreement by reference, notwithstanding the fact that the Ambassador Manual is not published annually.

6. **Ethical Considerations.** As an Ambassador, I understand that I will coach, train and support my recruits, and be supported by iPEC and my senior/sponsoring ambassador (if applicable) in their initial and ongoing training, as described in the Ambassador Manual. I will operate my business in full compliance with all federal, state, and local laws and regulations. In my activities as an Ambassador, I will exercise reasonable care and good judgment in the promotion of iPEC's name and Products in a manner favorable to both me and the Company. I will not engage in any activity that would damage the copyrights, trademarks, patents, trade secrets, or reputation of the Company. I will conduct my business and my dealings with my customers, my potential new recruits, my fellow Ambassadors, and the Company in an ethical fashion and will abide by the spirit and intent of this agreement, the Ambassador Manual, and any amendments thereto. I will conform my activities to the Company's sales, recruiting, and incentive programs as announced or as mentioned in the Ambassador Manual. I will conduct my sales and activities in a fair and ethical manner, including but not limited to:

- (a) being subject to deadlines, quarterly minimum sales requirements, and cutoff periods as stated in the Ambassador Manual;
- (b) submitting orders under my name only if I have obtained such orders directly from customers;
- (c) orally notifying customers of the right of rescission at the time of the sale, as well as providing the right to cancel forms to the customer;
- (d) submitting new recruits under my name only if I have obtained such recruits directly;
- (e) submitting customers' orders in a timely manner

7. **Authorized Representation and Use of Company's Products, Marketing and Trade Secrets.** I will not use the Company's name, prestige, marketing materials, trade secrets, drawing power, or customer lists with or in support of any other events or activities, without first obtaining written approval from the Company.
8. **Territory.** I understand there are no geographical or territorial restrictions imposed upon me by the Company, (other than restricting sales and recruiting to the designated selling territory.) This territory is currently limited to the 50 states of the United States of America, the District of Columbia, and the United States Territories. I will not sell, solicit, place orders, deliver orders, recruit, or conduct any activities relating to my Ambassadorship outside of this territory. I understand that relocating outside of this territory may jeopardize my Ambassadorship.
9. **Use of Company Intellectual Property.** I understand that the Company's trademarks, service marks, patents and copyrighted materials (collectively the "Intellectual Property") belong solely to the Company, and any use of the Intellectual Property must be in strict compliance with the Company's policies. Furthermore I agree to the following:
 - a. All advertising done will strictly adhere to Company policy as explained in the Ambassador Manual.
 - b. All activity on the Internet will adhere to Company policy as explained in the Ambassador Manual.
 - c. Company products will not be sold or resold on Ebay or any other auction site.
 - d. Company products will be sold at the current list price.
10. **Other Proprietary Rights.** I agree that the Company has the exclusive propriety interest in its information developed by or for the Company, such as, but not limited to, Ambassador lists, customer lists, customer profile data, credit data, manufacturing procedures, Product development information, Product purchase information, all operating, financial, and planned marketing materials, and all other relevant information not provided by the Company to the public. All information is confidential (the "Confidential Information"). I understand that the Company shall not sell, exploit, or market this information to other persons or entities. I agree not to use or disclose such Confidential Information to any third party except in strict accordance with the Agreement. I further agree that any Confidential Information given to me is based on my role as an Ambassador and must be used solely in my business relationship with the Company. During the term of this Agreement and thereafter, I will not sell or use the Confidential Information to sell products or services other than the Company's Products and services or in connection with any other business, or for any other reason except in compliance with this Agreement. Upon termination or non-renewal of this Agreement, I will immediately cease all use of the Company's Intellectual Property and Confidential Information, and upon request by the Company, return all such materials in my possession or control to the Company. The Company reserves the right to publish the sales, recruiting, and other performance measures of Ambassadors for purposes or recognition.
11. **Consent to Use Persona.** The Company uses conventions, trainings, workshops, special committees, and live events where photographs, videos, and other such media may be used to develop presentations for promotions and advertising for the Company. I hereby

authorize such use of my image, persona, and appearance for such reasonable use and expressly waive any and all rights thereto.

12. **Referrals of Potential Customers.** I understand that the Company receives inquiries from potential customers and that such potential customers are referred, at the Company's sole discretion, to existing Ambassadors based upon geographic location and sales performance. There is no guarantee of company referrals, but if and when made, the residual or subsequent commissions beyond the initial purchase will be paid to the ambassador receiving the referral.
13. **Payments.** During the term of this Agreement, I will have the opportunity to receive income under the terms of the Ambassador Compensation Plan. I understand that the Company reserved the right to change the Ambassador Career Plan and that the Company will not be liable for damages incurred or loss of income from these changes.
14. **Prepaid Orders.** The Company reserves the right to ship only on the basis of a prepaid order. The Company will use its best efforts to fill orders and ship the Products.
15. **Commissions Refund Policy** If a customer/student withdraws from any program as per our published refund and return policies (as stated in the current version of the Ambassador Manual and as posted on the website) that results in a refund of the monies they have paid, then the ambassador selling that customer/student will need to refund their commissions, if those commissions have already been paid to them. If there is a balance of commissions due to that ambassador that have not yet been paid, then the refund will be credited against those commissions due. If there are no commissions due to the ambassador, then the refund will be charged to the ambassador's credit card on file.
16. **Representation.** I agree not to make any false, misleading, or illegal claims or representations of actual or potential income or guaranteed profits. When recruiting or attempting to recruit, except to the extent that such representation constitutes or includes fair, reasonable, and timely disclosure of information within my knowledge relating to (a) compensation actually received by me, or (b) compensation like to be received by a typical participant in the plan. I will properly share (i) the nature of the product, including its price and availability, (ii) the nature of the relevant market for the product, and (iii) the nature of the plan and similar plans. Misrepresentation is grounds for immediate termination of this agreement.
17. **Certification:** I certify that no claims or representations of income of any kind have been made to me. Furthermore, I acknowledge that income I may receive is attributable to the sale of Products and Services, and that no income or fees are derived from the mere act of being an Ambassador or of recruiting another Ambassador. I understand that I do not have the right to speak for or on behalf of the Company, or represent myself as the Company, or an agent thereof.
18. **Term.** This Agreement shall be in effect until 12 months after the date of execution of this agreement. It shall automatically renew annually hereafter so long as:
 - (a) I am in compliance with this Agreement;
 - (b) this Agreement has not been terminated by any state or government agency;

- (c) I have not informed the Company and the Company has not informed me of an intent not to renew;
- (d) The Company has not notified me that I must execute a new contract.

19. Termination. Subject to my rights to a hearing and appeal when termination is made for disciplinary purposes, either the Company, or I may terminate this Agreement:

- (e) at any time without cause, by giving the other party written notice of such termination; or

Note: The right to cancel on the part of the representative, by giving legal notice, is a legal requirement in many states.

- (f) at any time, upon written notice for a breach of or failure to comply with any provision in this Agreement, the Ambassador Manual, or Amendments thereto. Upon termination, advantages previously earned or available to me, as an Ambassador shall terminate. iPEC will issue commissions earned while active.

(c) Although products and services are direct fulfilled and not sold into an Ambassador's inventory for re-sale, and therefore not subject to buy-back, the buy-back laws of GA, LA, MA, MD, MT, OK, PR, TX, and WY will be honored as they may related to the Starter Kit, sales aids and other fees. Also, Montana Ambassadors who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.

20. Payment Due on Termination. Upon termination of this Agreement, or at any time obligations are due by me to the Company, the Company may satisfy all claims and debts due from me out of any unpaid balance of monies due me. I will be responsible for any and all attorneys' fees or costs incurred by the Company to collect such debt, regardless of whether suit has been filed, including fees in any mediation, arbitration, trial court, or on any appeal.

21. Assignment of Agreement. Due to the special personal relationship, which must exist among me, other Ambassadors, and the Company, this Agreement cannot be transferred, assigned or sold by me, but may be passed to my heirs by will or intestate succession.

22. Indemnification of the Company. I shall indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action based upon or arising out of damage or injury to persons or property caused or sustained in connection with the performance of this Agreement. Furthermore, I shall also indemnify and hold the Company harmless against or in connection with Company sponsored activities or travel thereto, or based upon any violation of any statute, ordinance, building code, or regulation, and the defense (including legal fees and costs) of any such claims or actions. I shall also indemnify and hold the Company harmless from and against any and all liability, loss, costs, claims, or causes of action in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required including but not limited to, unemployment insurance, social

security, sales tax, income tax, or workman's compensations law with respect to my performance under this Agreement.

23. **Attorneys' Fees.** In the event I breach any of the terms and conditions of this Agreement and it shall become necessary for the Company to enforce the same, the Company shall be entitled to payment and/or award of attorneys' fees and costs incurred in connection with resolution of the dispute.
24. **Entire Agreement.** This Agreement, the Ambassador Manual, and amendments constitute the full agreement between the Company and me, and supersede all prior written and oral agreements and discussions. If any portion of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent found unenforceable or invalid, and the validity of the remaining portions of this Agreement shall not be affected. All powers, rights, and remedies given to the Company are cumulative, not exclusive, and are in addition to any other rights and remedies provided by law. The waiver by the Company at any time of any right of the Company contained in this Agreement shall not be deemed a continuing waiver and shall not preclude the subsequent enforcement of any such right or any other right. This Agreement shall be governed by and construed under the laws of the State of New Jersey without reference to choice of law rules. Proper jurisdiction and venue for any disputes between the parties shall be in federal court or state court-having jurisdiction in New Jersey. The captions of this Agreement are for the convenience of reference only and shall not be considered in determining the legal effect of any provision of this Agreement. This Agreement may be amended by the Company upon publication of any revisions or new policy in the monthly Ambassador Newsletter. Such changes shall be effective as of the date 30 days following publication thereof, unless amended to conform with federal and/or state laws, in which case the amendment shall be immediate. Louisiana residents may choose Louisiana law and jurisdiction and venue.
25. **Notices.** All notices pursuant to this Agreement shall be in writing and deemed effective when delivered in person or when deposited in regular United States Mail, postage prepaid, addressed to either party at the address provided in the Agreement, or as subsequently changed by the Company or me in writing to the other party. This includes change of address, phone number, last name, support status, or other information contained in the application.
26. **Company's Acknowledgement.** Subject to the approval of my application by the Company, as evidenced by the shipment to me of my order for a new Independent Ambassador Starter Kit, I understand that I shall be bound by this agreement upon the receipt of my application by the Company (my "start date"). Subject to the approval of my application, the Company, as evidenced by the shipment to me of my order for a new Independent Ambassador Starter Kit, agrees to be bound by the terms of this Agreement. I further understand, the Company reserved the right to reject my application anytime prior to shipment of my Independent Ambassador Starter Kit.
27. **Acknowledgement.** I have read this Agreement in its entirety, and by my signature on the following application I agree to be bound by the terms of this Agreement.

28. **Canceling Independent Contractor Status.** Applicant may cancel independent contractor status at any time with written notice.

By completing my contract information and my online acceptance, I acknowledge I am at least 18 years of age and I agree to be bound by the terms of the attached Independent Ambassador Agreement, which I have carefully read.

Applicant may cancel independent contractor status at any time with written notice.