

Wowdible Trainer's Agreement: Terms and Conditions Independent Representative

1) **RECITALS:** The Recitals are hereby made an integral part of this Agreement. Wowdible is a phone app for in app advertisement, business and personal training and sales opportunity and an annual, in person and/or virtual conference. Wowdible and Wowdible Trainer may have in the past entered and may in the future from time to time enter into, Other Organizations and Incorporations connected to Tonya and Michael Hofmann with approved agreements for various positions. This agreement replaces all agreements and Terms and Conditions of such previous entities. These terms and conditions may be updated from time to time at the discretion of Wowdible and any changes in the terms and conditions will be immediately emailed to the Wowdible Trainer. The purpose of this Agreement is: (i) to supersede and replace all prior and existing agreements between the parties; or (ii) to create a brand-new agreement with the Wowdible Trainer that will stand with all agreed upon Terms and Conditions **NOW, THEREFORE**, for and in consideration of the recitals and the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree upon the following:

2) **TERM:** The Term of this Agreement shall be indefinite, commencing on date signed, and not ending unless terminated by either party at any time giving thirty (30) days prior written notice to the other party for the Trainers Program only. Trainer Program is for an entire year from the first date signed. The WOWDIBLE Trainer may cancel at any time prior to Midnight of the third day after the date of the application, tenth day for Canada or whatever the cooling off period is for the Trainer's State or Country. I understand this agreement is for no less than one full year; however, the Trainer Program will continue until the Trainer notifies Wowdible of cancellation or Wowdible deems that the training video, offer or product/service sales are not producing the results to stay in for another year and at that time all videos, products, offers and ads will be removed from the Wowdible phone app. All effort will be offered to update the videos, offers and/or product/services to create the result that both the Trainer and Wowdible are satisfied with to keep in the program.

All amounts are charged, and any commissions owed will be in US Dollars.

3) **DESCRIPTION OF SERVICES:** Wowdible offers but is not limited to the following services:

- a) The WOWDIBLE Trainer may attend the yearly Public Speakers Conference for a discounted "Trainer" rate.
- b) There is an initial fee for a maximum number of offers and videos.
- c) The Wowdible Trainer receives benefits that are outlined in the benefits chart on page: <http://wowdible.com/early-adopters-fundraiser/> which will be updated as soon as any changes take effect and Trainer will be notified immediately by email.
- d) The Wowdible Trainer shall follow Wowdible's Program and Code of Ethics (listed in section 13 of this document) in order to better sell, promote and support the WOWDIBLE model outlined in training modules.
- e) The Wowdible Trainer shall remain informed on the WOWDIBLE System by attending orientations and seminars as determined in consultation with WOWDIBLE on webinar or teleconference calls or to follow up with the recordings that are provided on <https://wowdible.com>.
- f) Wowdible Trainer shall try to attend the WOWDIBLE conference when scheduled by WOWDIBLE. The Wowdible Trainer is responsible for all cost(s) related to attending the conference including but not limited to: speaking, transportation to and from the event, meals, accommodations and incidentals.

g) Wowdible Trainer understands they must follow all WOWDIBLE Terms and Conditions written in this Independent Contracted Representative Agreement.

4) **DESCRIPTION OF Participation:** Wowdible Trainer Program provides but not limited to these services:

- a) Each Video will be training purpose and passive income generation only.
- b) A Title must accompany the Wowdible Video for searchability factor.
- c) Videos must be under 6 minutes long with short pitch for offer at the end.
- d) Video must not contain any mention of the Trainer's name, website, programs, other offers and reference to a time, date, location, time of year.
- e) Training must be "real" training... a Wowdible Video. Avoid talking for motivational or inspirational only. What can the view learn and implement immediately?
- f) Each video must be accompanied by an offer that works with whatever is being taught. If a video does not have an offer connected to it, a sponsor's offer will show up in that video's offers spot.
- g) A Bio Video may be created, and the viewer can select to find out more about the Trainer.
 - i) Bios can contain: Trainer's Name, Company Name, Title in Company, Past Awards, Books Written, and Any Other Wow Factor, and A Website Link
- h) Offers must be between \$.97 and \$25USD.
- i) All offers MUST use the Official Wowdible templates without any other branding unless purchasing the extra branding package from the 2 resource graphic experts that can be found on <http://wowdible.com/recordings-info/> (if other graphics are required or needed for the offer, please notify and get approval from Wowdible Home Office)
- j) Wowdible Trainer agrees to promote the Wowdible Phone App at a minimum of 6 times per year through email, social media and any other marketing opportunity to drive more users for the Wowdible experience.

5) **COMPENSATION:** WOWDIBLE shall compensate Wowdible Trainer for the services described in this Agreement as follows:

a) **PERSONAL COMMISSIONS From Offer Sales:** A Wowdible Trainer can earn commissions from their Personal Sales derived from purchases of the Trainer's pdf Offer at the end of their personal video. Trainers are not receiving any funds from any other sales but from their own. All Trainer Program sales are in US dollars.

b) **PERSONAL Sales-**

- i) The Wowdible Trainer will **receive 50% of total amount charged to the purchasing user per sale**. In the case a Trainer cancels their Trainer Program or where no payments are made in case of winning a Trainer's offer, or other incentive programs that will be agreed upon before the free offer is given then due to no fees being collected, no commissions are due. A discount may be given to VIP Level Participants and when discounts are applied, then Trainer and Wowdible will receive the total left over after discount is applied. All commissions are given in US funds.

(1) All items must be a pdf. All pdfs will be emailed directly to the Wowdible Customer/User.

c) **GROUP COACHING Sales-** Wowdible Trainer may be asked to schedule a group coaching session that will be promoted through the Wowdible phone app for an entire week. The group coaching session will be offered between \$25 and \$100 per person before any discounts applied. Trainer will receive 50% of the total sale received by the Wowdible User. The group coaching session will be arranged for the following week and all dates, time(s) and amount for the sale will be worked out between the Trainer and Wowdible prior to the offer going live.

- i) **Trainer may offer an upsell from the group coaching session.**

(1) **The Upsell will be negotiated and decided on before the session is scheduled and an arrangement set to offer Wowdible a % of the upsell offer.**

d) Product/Service Sales in Wowdible Store- Trainer can offer something to sell in the Wowdible Store: Products, Books, Services, Programs, etc.

- i) **All** Products, Books, Services, Programs, etc. will be key stoned (offered at retail double the price of wholesale pricing). All shipping and sales tax will be charged by Wowdible and sales tax and shipping paid for by the Wowdible User/Customer. All shipping cost must be submitted at time of placing the product in the Wowdible Store for each item. If shipping is not calculated correctly by Trainer, Trainer is responsible for any difference.
- ii) **All** items will be shipped by Trainer and must be shipped within the 48-hour window after the product is purchased. If item is not available or Trainer is unable to ship within the 48-hour window, Trainer must notify Wowdible to pull product from the store until the Trainer or the item is available to ship within the 48-hour window.

6) INDEPENDENT CONTRACTOR STATUS: Wowdible Trainers are Independent Contractors responsible for determining their own activities without direction or control by WOWDIBLE. They are not franchisees, joint venture, partners, employees or agents of WOWDIBLE and are prohibited from stating or implying, whether orally or in writing, otherwise. Wowdible Trainers have no authority to bind WOWDIBLE to any obligation. WOWDIBLE is not responsible for payment or co-payment of any employee benefits. Wowdible Trainers are responsible for their own liability, health disability and worker's compensation insurance. Wowdible Trainers set their own hours and determine how to conduct business, subject to WOWDIBLE Trainer Agreement. As such WOWDIBLE shall not withhold any sums from the payments made to Wowdible Trainers under this Agreement for state or federal income taxes or pay any sums for social security, workers compensation or unemployment insurance on Wowdible Trainer's behalf. Wowdible Trainer shall be solely responsible for the payment of all such taxes, fees and expenses for its employees. At the end of the calendar year WOWDIBLE shall report all payments made on an IRS Form 1099, or the tax form for the WOWDIBLE Trainer's country (Country must be approved by Wowdible prior to launch in that country) and Wowdible Trainer agrees not to make any filings or take any position contrary to Wowdible Trainer's position as an independent contractor. Wowdible Trainer shall not be entitled to receive or participate in any fringe benefits offered by WOWDIBLE. Wowdible Trainer will have no authority to bind WOWDIBLE or otherwise incur liability on behalf of WOWDIBLE.

7) EFFECT OF TERMINATION: Immediately upon termination, the terminated Wowdible Trainer:

- a) Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, banners, seals, labels, email address, stationary or advertising referring to or relating to any product, plan or program of WOWDIBLE.
- b) Must cease representing themselves as a Wowdible Trainer of WOWDIBLE;
- c) Loses all rights to his or her Wowdible Trainer position in the Compensation Plan and to all future commissions and earnings resulting there from;
- d) Must take all action reasonably required by WOWDIBLE relating to protection of WOWDIBLE's confidential information. WOWDIBLE has the right to offset any amounts owed by Wowdible Trainer to WOWDIBLE including, without limitation, any indemnity obligation incurred herein, from commissions or other compensation due to the Wowdible Trainer.

8) MONTHLY PAY: WOWDIBLE believes in compensating sales. A Monthly compensation period begins at 12:01 AM (Central Time) on the 1st day of the month and runs through the last day of the month at Midnight. All commissions will be paid on the 1st of the month or immediately after a holiday or weekend period.

9) GENERAL PAYMENT AND CHARGE BACK POLICIES: If a refund is granted from Wowdible Purchase, the commissions for that sale(s) will be collected or credited back from the appropriate Wowdible Trainer who received the commission originally.

CHECKS: Checks, Money Orders or Cashier Checks are not accepted unless paying in full. Process of the commission(s) will not take place until the check has cleared. Checks are not accepted outside the United States.

- 10) **SALES TAXES-** WOWDIBLE will be in accordance to all local, state and federal laws on Sales Taxes where appropriate. If Sales Tax is collected, the Wowdible Trainers will not receive any percentage of the sales tax collected since this is for government collection only.
- 11) **NO GUARANTEES:** WOWDIBLE does not guarantee any outcome or promise any effectiveness of any of its Trainers and Wowdible Trainers in regards to their business success, the Wowdible Trainer Program, store sales, group coaching sales, lead generation, referral marketing, development, coaching or training, websites, tools or any WOWDIBLE participation. This is an interactive marketing program and the more someone participates in all areas the more they will usually benefit but again there is no guarantee. No Refunds are given after three (3) days from the contract date for all sales, ten (10) days for Canada or the appropriate days for the law for the state or country that you reside in.
- 12) **AMENDMENTS:** WOWDIBLE reserves the right to amend the terms and conditions of this policy and procedures and the Marketing and Compensation Plan at any time, as deemed necessary without prior notice and, Wowdible Trainers agrees to abide by any and all changes throughout their active term as Wowdible Trainers or submit their resignation within ten (10) days of publication. We will notify all active Wowdible Trainers of any and all amendments to the policy and procedures through WOWDIBLE official means of communication, including but limited to, Wowdible Trainers emails and postings on the Wowdible Trainers' Official Websites. All amendments are binding upon distribution to the Wowdible Trainer's website and / or released from WOWDIBLE to the public.
- 13) **CODE OF ETHICS:** Wowdible Trainers will be honest and clear about the product and services that will be offered at all times.
 - a) Do not make any guarantees or exaggerated promises or advertisements about WOWDIBLE Trainer Programs, products and services. You are asked to be professional at all times and treat all people with respect. Do not discount anyone's business as unprofessional or not warrant for the WOWDIBLE Trainer Program. A Wowdible Trainer does not have the right to decide whose business deserves Trainer Program as long as it is a legal establishment and has a DBA or other legal business document given by the government. A Wowdible Trainer will give correct income potential or improvement in their business without any exaggerations. A Wowdible Trainer understands that any misrepresentation of the WOWDIBLE Trainer Program, Wowdible Videos and Offers, Group Coaching Programs or any Store Items in the Wowdible Store can lead to termination of Wowdible Trainer's active status. All Wowdible Trainers will conduct their business and themselves in a legal and professional manner. There are no guarantees of results from any products or services provided by WOWDIBLE. All new Wowdible Trainers must be approved by WOWDIBLE corporate offices and WOWDIBLE has the right to not approve an application for the Wowdible Trainer position or as a client for any of their products and services. Wowdible Trainers cannot practice deceptive behavior such as Bait and Switch presentations.
 - b) All Trainers will not disparage other trainers, Wowdible or any products, services, group coaching sessions, conference or sponsors. Wowdible is a supportive environment and any negative, mean or aggressive statements online or in person, texts in the clubs or in the group coaching platforms will not be tolerated and will cause an immediate dismissal from the entire Wowdible programs.

- 14) **EXPENSES:** All necessary operating expenses incurred by the Wowdible Trainer shall be the responsibility of the Wowdible Trainer, and WOWDIBLE shall have no obligation to reimburse any such expenses. The Wowdible Trainer shall be solely responsible for providing any and all equipment, tools, materials supplies and other items required to conduct its duties as a Wowdible Trainer.
- 15) **Audio/Visual:** Wowdible Trainers may not produce or reproduce for sale or personal use products sold by WOWDIBLE or any WOWDIBLE-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of WOWDIBLE meetings and conferences is strictly prohibited. All Audio, Video, Graphics, Photography submitted to Wowdible to use on the WOWDIBLE website or phone app must be legally obtained and all copyright laws abided by. Wowdible may also utilize at its discretion for promotional, marketing or sales purposes any video, audio, photograph or graphic that is produced by WOWDIBLE, recorded or produced by WOWDIBLE or Tonya Hofmann or given to Wowdible by the Wowdible Trainer.
- 16) **REPACKAGING PROHIBITED:** Wowdible Trainers may not repackage products or materials of WOWDIBLE and/or any WOWDIBLE partnering organization, mentor, Trainer or expert.
- 17) **INDEMNIFICATION:** A Wowdible Trainer is fully responsible for all of his or her verbal and written statements made regarding WOWDIBLE products and services, Trainer Programs, the WOWDIBLE marketing and compensation program which are not expressly contained in current, official WOWDIBLE materials. Wowdible Trainers agree to indemnify WOWDIBLE and hold it harmless from any and all liabilities including judgments, civil penalties, attorney fees, court costs or lost business incurred by WOWDIBLE as a result of the Wowdible Trainer's unauthorized representations.
- 18) **ERRORS OR QUESTIONS:** In the event a Wowdible Trainer has a question about or believes an error has been made regarding commissions, bonuses, or charges, the Wowdible Trainer must notify WOWDIBLE within thirty (30) days of the date of the purported error or incident in question. WOWDIBLE will not be responsible for any errors, omissions or problems after the thirty (30) days. All Concerns, Questions or Disagreements must be handled by the Wowdible Home Office.
- 19) **INCOME TAXES:**
- a) **U.S. Trainers:** Each January, Wowdible issues Tax Form 1099 for the previous year. A 1099 will be issued for each non-employee who has earned commission checks, incentives, prizes, etc., of \$600 or more. Commission and other earnings must be claimed as income in your tax filings each year.
 - b) **Canadian Trainers:** By the end of February, Wowdible will send a T4A form for the previous year. As stated by the Canadian Department of Revenue, T4A forms will be sent to any Trainer who earns \$500 and above.
 - c) **All Other Countries:** Wowdible will issue the appropriate form for your country and follow any and all laws governed by earnings within Wowdible.
 - d) A Wowdible Trainer is responsible for paying Local, State and Federal taxes on income generated as a Wowdible Trainer.
- 20) **REFUND POLICY:** Federal Law grants the Wowdible Trainer and retail WOWDIBLE customers/Trainers the right to have three days from the signing date to receive a full refund and cancellation of the agreement (five days for Alaska residents, fifteen days for Montana residents), ten (10) days for Canada or the appropriate days for the law for the state or country that the purchaser resides in. In the case of a cancellation, the Wowdible Trainer who made the sale and

everyone who benefited from that sale will receive a deduction from their commissions if commissions were paid.

21) RETAIL PRICING: WOWDIBLE provides a suggested retail price as a guideline.

a) **VIP Levels** can be earned by each Wowdible User. They can potentially receive up to 25% off any purchase once they accumulate enough VIP Points to reach that level. Wowdible trainer agrees to this reduction in price and the 50/50 split between the Wowdible Trainer and Wowdible still exists.

22) FAX BLASTS, SPAMMING: Fax blasting and unsolicited e-mailing (SPAMMING) is prohibited.

23) LIABILITY: To the extent permitted by law, WOWDIBLE shall not be liable for, and each Wowdible Trainer releases WOWDIBLE from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Wowdible Trainer as a result of (a) the breach by Wowdible Trainer of the Agreement and/or the Terms and Conditions and/or the Terms and Conditions; (b) the operation of Wowdible Trainer's business; (c) any incorrect or wrong data or information provided by Wowdible Trainer; or (d) the failure to provide any information or data necessary for WOWDIBLE to operate its business, including, without limitation, the enrollment and acceptance of Wowdible Trainer into the Compensation Plan or the payment of commissions and bonuses.

24) FORCE MAJEURE: WOWDIBLE shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to: fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders and/or curtailment of a party's usual source of supply.

25) NON-COMPETE: During the term and any extensions or renewals of this Agreement, and for a period of two years following the termination of this Agreement and any extensions or renewals of this Agreement, the Wowdible Trainer will not directly or indirectly, alone or with others, in any capacity whatsoever, engage in any business activities or operations that are competitive with the Wowdible within the United States of America, Canada, the United Kingdom or any other country where the Wowdible has a presence in directly or indirectly engaging in any competitive business (**A Phone App designed as a Coaching Platform for Multiple Coaches/Trainers**) shall include, but is not limited to: (a) Engaging in a business as owner, partner, officer, Trainer, governor, representative or agent; (b) Becoming an employee or independent contractor of any third party that is engaged in such business; (c) Becoming interested in, affiliated with or assisting in any capacity directly or indirectly in any such business; or (d) Soliciting any Trainer of WOWDIBLE, or soliciting, hiring, employing or retaining any Wowdible Trainer or other independent contractor or employee of WOWDIBLE, for the benefit of a third party that is engaged in such business or otherwise.

a) This non-compete is only directed towards starting or competing with Wowdible as a multiple trainers phone app. All Trainers notwithstanding any other provisions herein, it is understood that Trainers and Trainers of the Wowdible, carries on their private business including but not limited to another networking, training, marketing organization, speaking engagements, business of any type does not violate the aforementioned provisions. The Non-Compete is ONLY for creation of another training app for multiple trainers.

b) Wowdible Trainer can include his/her own videos, and offers (without the use of any of the Wowdible branding) for their own purposes such as their own website, app, workshops and conferences.

26) ENFORCEMENT: In the event of a violation or threatened violation by Wowdible Trainer of any of the covenants or promises in this Agreement, WOWDIBLE shall be entitled to a temporary restraining order and temporary and permanent injunction in order to prevent or restrain any such violation of threatened violation by Wowdible Trainer, its owners, partners, agents, representatives, employees, employers, and any person directly or indirectly acting for or with the Wowdible Trainer. This Agreement shall be governed by and construed under the laws of the State of Texas. The parties agree that any claim or controversy arising under this Agreement shall be adjudicated in the District Court in Williamson County, Texas. Both parties irrevocably waive any and all defense objecting to the personal jurisdiction or venue of the Williamson County District Court to hear any claim or controversy arising under this Agreement.

27) SEVERABILITY: If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Terms and Conditions, or any specification, standard or operating procedure which WOWDIBLE has prescribed is held to be invalid or unenforceable, WOWDIBLE shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Wowdible Trainer shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

28) LIMITATION OF DAMAGES: TO THE EXTENT PERMITTED BY LAW, WOWDIBLE AND ITS INDEPENDENT SALES REPRESENTATIVES, OFFICERS, TRAINERS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR, AND WOWDIBLE TRAINER HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY COMPANY AND WOWDIBLE, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. WOWDIBLE SHALL NOT EXCEED AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD COMPANY SERVICES AND/OR PRODUCTS OF WOWDIBLE OWNED BY THE WOWDIBLE TRAINER AND ANY COMMISSIONS OWED TO THE WOWDIBLE TRAINER.

29) GOVERNING LAW, JURISDICTION AND VENUE: Jurisdiction and venue of any matter not subject to arbitration shall reside in Williamson County, Texas. The law of the State of Texas shall govern all disputes arising from the WOWDIBLE Trainer Program Agreement. Any communication, notice or demand of any kind whatsoever which either WOWDIBLE or Wowdible Trainer may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.