



## **Join the ContractCoach<sup>®</sup> Network and get paid for your referrals today!**

The ContractCoach Network, a member of the Jeff Hastings Agency, Inc. (JHA) companies, provides state-of-the-art technology and unparalleled service to assist in the process of helping insurance agents build a better business.

Using a large network affiliate-marketing programs to generate interest in our product can help us reduce our overall cost to keep our services competitive while helping our business partners earn an additional stream of revenue. We sincerely appreciate your interest in our program and thank you in advance for your referrals. We recognize that by placing an advertisement on your business or personal website is an endorsement of our product and we strive to ensure our shared clients are given exceptional service.

### **Terms and Conditions**

This is the Marketing Representative Agreement (the "Agreement") is a legal agreement between you and the Jeff Hastings Agency, Inc. ("Company"), a Texas corporation. This Agreement will govern your participation on this ContractCoach Network and contains the complete terms by which you may perform services for buyers at the [www.ContractCoach.com](http://www.ContractCoach.com) website (the "Website"). "Company", the "Website" and or the "Program" may be individually or collectively referenced as "we" or "us."

"You" or "Your" means the applicant.

### **By clicking on the box indicating your assent to the Marketing Representative Agreement, you agree to be bound by the terms set forth below.**

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

#### **1. Description of this Program**

- a. *Overview.* In order for our Company to be successful, we must develop a way to keep a consistent flow of quality leads in our system. Creating a network of marketing representatives as a way to generate quality referrals is one of the major sources of advertising we will use to create a positive business result.

- b. *The Difference.* ContactCoach intends to create a system of assisting US domiciled insurance agents in all aspects of their business. It is our sincere desire to create a network of goods and services that delivers a high quality product at the lowest possible price to our target customer – the insurance agency owner. Giving our clients complete control as to the types of products and services they need to build a better business that, in turn helps them create a better life will set us apart from the competition. All of our certified coaches, recruiters, web developers and 3<sup>rd</sup> party vendors have a proven track record of success and understand our clients like no one else.
- c. *Purpose.* The purpose of this program is to permit you to advertise your association in the ContractCoach Network and to earn advertising fees for Qualified Purchases made by our customers.
- d. *Qualified Product.* A “Qualified Product” is any item sold on the ContractCoach.com site that is purchased using our online shopping cart other than the ones listed under the Section 5g titled “Excluded Products”.

## 2. License of Use

- a. *Use of Offerings.* ContractCoach grants you a personal, non-exclusive, non-transferable, revocable and limited license and right, subject the terms of this Agreement to:
  - i. Participate in the ContractCoach Network as an Authorized Affiliate for which you have registered as a Marketing Representative.
  - ii. Access the areas of the Site, including but not limited to, use of the InfusionSoft Referral Partner Center to verify referral compensation and billing reports and to your Personal HUB page where you can upload lead sources which will assist in the tracking of your referrals.
  - iii. The ability to apply to sell your product and/or services on our Site as listed in Section 10 of this Agreement titled “Selling Goods and Services on Our Site”.
- b. *Use of the ContractCoach name.* The Agreement does not grant you any license to use the ContractCoach name, the Jeff Hastings Agency name, or any of its logos or trademarks, except to the extent required to be used in conjunction with an approved link. You may, however, represent yourself as a member of the ContractCoach Network, as long as this Agreement is in good standing.
- c. *Duration.* The above limited use license is only valid while you remain a member of such ContractCoach Network as an approved Marketing Representative in good standing and are in full compliance with this Agreement. The Jeff Hastings Agency may revoke any such license at any time by giving you notice by email or in writing. The Jeff Hastings Agency reserves all rights that are not granted to you by this Agreement.

## 3. Registration

- a. To join the ContractCoach Network as a Marketing Representative (or continue to represent) any ContractCoach Network as a Marketing Representative, you must provide the Jeff Hastings Agency with truthful, accurate and complete registration information. If any such information changes, you must immediately update your registration information.

- b. The Jeff Hastings Agency has the right to confirm or otherwise verify or check, in its sole determination, the truth and accuracy of any registration information at any time.
- c. *Account Password.* When you create a new account, you will be required to select a password. You should not disclose your password to any third party. You are solely responsible for keeping your password confidential and for the activity that occurs on your account. We will never ask you to send your password or other sensitive information to us in an email or to enter it via any website other than one with the URL of contractcoach.com.
- d. *Unauthorized Use of Account.* If you suspect any unauthorized use of your account or access to your password, please change your password immediately and contact us. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. You are solely liable for any loss or damage arising from your failure to comply with this Section.
- e. *Inaccurate Information.* Any information is determined in good faith by the Jeff Hastings Agency to be misleading, inaccurate or untruthful, our Agency may restrict, deny or terminate your account, your access and use of, and/or any benefits derived from your participation on, any ContractCoach Network; the Jeff Hastings Agency may also withhold payment of any commissions and/or other fees that may be or become due or payable to you, and may assess charges against such amounts for ContractCoach's activities in connection with the investigation and/or verification of such information and/or otherwise in accordance with this Agreement.

#### **4. Participation and Approval**

- a. *Requirements to Participate.* To join any ContractCoach Network, You must be an individual who is at least 18 years old or an entity, a United States Citizen or authorized to work in the U.S., have a valid mailing address (no P.O. boxes are accepted) and must provide at your expense your own computer equipment and Internet access.
- b. Your participation is purely voluntary and you may terminate your participation at any time. Neither the Jeff Hastings Agency, ContractCoach nor any affiliates shall be construed or deemed as having solicited, requested or procured you or your services to promote the Company or its respective trade or business, or goods, products, property, or services.
- c. Participation in the Program is subject to approval from the Jeff Hastings Agency. After your application has been submitted, ContractCoach will notify you in writing (through email) whether or not your application has been approved.

#### **5. Compensation**

- a. *Marketing Representative Assignment.* When a client opens a new account through the www.ContractCoach.com website, and it is determined the access to the website was a redirection from a qualified link, the customer account will be permanently attached to that Affiliate Code.
- b. *Default Affiliate Code.* The Company will incur significant advertising costs to drive new clients to the Site. For all new accounts in which an Affiliate Code has not been identified at the time the account is established, the default Affiliate Code will be assigned to The Jeff Hastings Agency.

- c. *Qualified Transactions.* You will earn advertising fees only as described in this Agreement and only with respect to activity on the ContractCoach.com website occurring directly through your approved Qualifying Link. The Jeff Hastings Agency has no obligation to pay you for advertising fees if you fail to properly format and or embed the link on your Site.
- d. *Certified Coaches, Recruiters, Advertisers, Web Developers and Other Contractor Services.* Under this Agreement, the approved contractors for ContractCoach are permitted to negotiate the prices charged to our clients on their own terms and conditions, as long as they conform to the high standards as outlined in the Contractor Agreement. When negotiating for services rendered, the Contractor will include an amount sufficient with the understanding that twenty percent (30%) of the money collected by the ContractCoach.com website will be retained. The thirty percent retained will be distributed to the Jeff Hastings Agency in the form of a management fee (20%) and to the qualified Marketing Representative (10%).
- e. *Payment Dates.* We will pay you advertising fees on a monthly basis for Qualifying Purchases in a given month, subject to any applicable withholding or deduction described below. The close date for all transactions will be on the 19<sup>th</sup> of every month and payments will be made to you on or around the first of every month.
- f. *Payment Withholding and Deductions.* Commissions due which are less than \$50 will be held until the amount exceeds this minimum distribution amount. If you have not earned commissions in the 2-years prior to any given calendar month, then on the first day of the calendar month we may elect to terminate this Agreement and charge you an account maintenance fee of \$49 or the amount of unpaid accrued advertising fees in your account, whichever is less.
- g. *Excluded Products and Services.* The following fees and services are not included in the fees paid to the Marketing Representative under this Agreement:
  - i. Shipping and handling fees
  - ii. Taxes
  - iii. Printing costs
  - iv. Insurance Agency sale or purchases.
  - v. Products purchased on any affiliated website other than [www.ContractCoach.com](http://www.ContractCoach.com).
- h. *Change of Affiliate Code.* If at any time a client opens a new account under our site, a new Affiliate Code may be assigned. The Jeff Hastings Agency assumes no responsibility, liability for indirect, incidental, special, consequential, or exemplary damages including loss of revenue, profits, or goodwill arising due the failure of a client to create an account using your Qualified Link or from the creation of a new account.
- i. *Disputes in Affiliate Code Assignment.* In the event of a dispute as to whom the authorized Marketing Representative should be on the client account, send a written explanation of the dispute to support@contractcoach.com to be handled in the manner required in Section 16 – **Governing Law; Dispute Resolution** in this Agreement.

## 6. Use of Qualifying Links

- a. *Qualified Links.* Once approved, you will be given an Affiliate Code and a qualified URL link to embed in your website or any other approved advertising medium you choose to advertise ContractCoach services. Each qualifying link will be tracked and tagged so that new accounts created will be credited to the appropriate Affiliate Code.
- b. *Valid Referrals Only.* You will place or use qualified links only with the intention of delivering valid sales, leads, applications, accounts, clicks or other specified compensable tracked activities. You may not, nor knowingly permit any person to, activate a qualifying link or inflate the amount of any sought-after or resulting tracked activities through any method or technology that does not actually deliver an end user to the destination Site associated with such qualifying link.
- c. *Distribution of Qualifying Links.* If you currently distribute, or plan to distribute, qualifying links on, to or through, sites other than those owned or operated by you and registered with ContractCoach, you hereby agree to provide the Jeff Hastings Agency a list of all Sites, together with any reasonably requested information about any such Sites, where qualifying links or information have been, or will be distributed. You also agree to provide prompt cooperation to the Jeff Hastings Agency in responding to any requests, complaints, claims or other issues raised by any Network Advertiser regarding how each link is being distributed and/or used, including ceasing further distribution of such links if the Jeff Hastings Agency deems them inappropriate or unacceptable.
- d. *Modification of Links.* You will not modify, circumvent, impair, disable or otherwise interfere with any Website URL, links, and/or other technology required for ContractCoach to properly track Affiliate Codes. Furthermore, you may not modify, resize, reformat, edit or otherwise alter any content provided by the Company, unless specifically authorized in writing by an approved Jeff Hastings Agency representative.
- e. *Termination of Qualifying Link.* The Jeff Hastings Agency may terminate any qualifying links and/or Affiliate Code associated with any and all tracked engagements with which you have entered into with the Agency either directly or indirectly. You must immediately remove any qualifying links after any termination of the corresponding engagements. If qualifying links are not so removed, the Jeff Hastings Agency may redirect such links as it determines in its sole discretion, with or without compensation to you.
- f. *Not to be Combined with Affiliate Program.* The Marketing Representative Agreement supersedes and replaces the Affiliate Program Agreement (if one was in place). Advertising fees cannot be combined with any other Agreement. If, before this Agreement was in place, and it replaced the Affiliate Agreement, advertising fees paid under each will be applied to the Agreement in force at the time the assigned Client account was established and will not be based on when money is collected from ContractCoach or the Jeff Hastings Agency.
- g. *No Spam.* You may not use any qualifying links in any way that would violate any and all applicable laws, including the requirements of the Can Spam Act of 2003 (Public Law No. 108-187).

## 8. Marketing Representative Obligations

- a. *Communication with Client.* Although you are not obligated to communicate with the client or prospective client at any time, you agree you are solely responsible for all comments, postings, communications, and other statements you make about ContractCoach, the Jeff Hastings Agency, the Website, its representatives, products and services. Your communication must be true, legal, accurate, and non-fraudulent.
- b. *Prohibited Activities.* In respect or in relation to any Site (in whole or in part) used by you in connection with your participation on any ContractCoach Network, you may not engage in any activity that is or constitutes, involves, or promotes one or more of the following:
  - a. Discrimination on the basis of race, gender, religion, sexual orientation, age, disability or any other unlawful basis applicable under law;
  - b. Libelous, defamatory, threatening, harassing or similarly abusive activities;
  - c. Obscene, pornographic, sexually explicit or similar activities;
  - d. Impersonation of any person, including any ContractCoach representative, or misrepresentation of any affiliation or group.
  - e. Using Prohibited Paid Search Terms – meaning using advertisements through bidding on keywords or other identifiers which are proprietary to The Jeff Hastings Agency and ContractCoach. Proprietary terms include: “ContractCoach” and “The Jeff Hastings Agency”.
  - f. Encouraging existing clients to close accounts and reopen new ones using your Qualified Link at any time.
- c. *Responsibility for Your Site.* It is your sole responsibility to maintain your Website, including its development, operation, technical support and materials that appear within it.

## 9. Relationship to Company

- a. *Independent Contractor.* Your relationship to the Company shall be that of an independent contractor. As an independent contractor, you will be solely responsible for furnishing your own equipment, and shall work the hours and location of your choosing. Nothing in this Agreement shall be construed to create an employee-employer relationship, and you have no right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the Company.
- b. *Benefits.* Since you will not be employed by the Company, you understand and acknowledge that you will not be entitled to any benefits under Company’s retirement, group insurance, or medical plans, or any other employee benefits, and that Company will not be able to reimburse any of your expenses.
- c. *Taxation.* You further understand and acknowledge that all compensation paid to you will not be subject to withholding by Company for payment of any social security, federal, state, or other taxes, and that you will be solely responsible for the payments of employment taxes.

## 10. Selling Goods and Services on the Site

- a. *The Application Process.* As a member of the ContractCoach Network, you will have the ability to request to sell goods and services on our Site. In order for your product or service to be approved and distributed through our site, you must meet the following conditions:
  - i. To submit your request Approval of your products using our [Vendor Request Form](#).
  - ii. Pay a one-time, non-refundable application fee of \$24.95 per product.
  - iii. Have a product and/or service that is deemed beneficial to our target customer base (insurance agencies).
  - iv. Not directly compete for goods and services already listed on the site.
  - v. Agree to pay a monthly Vendor Membership fee of \$49.95 to offset costs of accounting, distribution and advertising costs necessary to carry out the provisions of this Agreement.
  
- b. *Vendor Responsibilities.* As an approved Vendor who lists products and/or services on our Site, you must act in good faith and deliver on your promise to provide exceptional service at all times.
  
- c. *Customer Service.* As a Vendor, you must provide a customer support email and phone number to answer questions, handle billing issues and complaints for the product or service you are selling. The Jeff Hastings Agency, ContractCoach and/or affiliated representatives will not participate in product delivery, maintenance or service in any way unless there is another Agreement in place to do so.
  
- d. *Pricing.* As an approved Vendor, you may request, at no more than once per month, a price adjustment on any of your products on our Site. You have the right to determine product pricing and delivery at all times. Price adjustments must be made in writing and emailed to [support@contractcoach.com](mailto:support@contractcoach.com). Please allow 10-business days for processing of all price adjustment requests.
  
- e. *Listing on Competitor Sites.* If your goods or products are sold on any site, including your own, other than ContractCoach.com, we require the price for services be listed at the same value OR LESS at all times. The Jeff Hastings Agency reserves the right to immediately remove your product or services from our Site if we have found the price listed for a lessor price on a competing site. Furthermore, if We believe, for any reason, that our Site has been circumvented, meaning you charged one of Our customers outside of the shopping cart on ContractCoach.com, We will immediately remove your product and will suspend this Agreement until resolution has been achieved. No additional commissions or advertising fees will be distributed until this matter has been resolved.

## 11. Termination of Agreement

- a. *Automatic Renewal.* The term of this Agreement shall commence as of the date when you approve the terms set forth herein and shall expire one (1) year thereafter, unless sooner terminated. Upon expiration this Agreement shall automatically renew for successive periods of one (1) year each (the "Renewal Period(s)") unless either you or Company terminate on at least thirty (30) days through written notice prior to expiration of the term or any Renewal Period. Notwithstanding the foregoing, no term or Renewal Period shall terminate upon expiration of a term or Renewal Period until all open buyer projects have been fully completed and closed in accordance with the terms of this Agreement.
- b. *Company Initiated Termination.* Company reserves the right to terminate this Agreement for cause without prior notice to you for the following reasons:
- c. *Breach.* Violating any material term or condition of this Agreement;
- d. *Fraud.* Engaging in any fraudulent activity on this Website, including but not limited to charging for services not rendered or padding the charges billed to a buyer;
- e. *Abandonment.* Not being able to contact you for verification of compliance with this Agreement.
- f. *Circumvention of the Website.* Circumventing this Website in any manner, including but not limited to communicating with any buyer outside of the Website;
- g. *Creation of Secondary Accounts:* Instructing, requesting or encouraging existing clients in any way to create additional accounts using your Qualified Link in an attempt to take advertising fees away from ContractCoach or another authorized Marketing Representative;
- h. *Convicted of Felony.* Being convicted of a felony in any court of law;
- i. *Misrepresentation.* Making a willful misrepresentation of any issue that is material to the operation of Company;
- j. *Defamation of Company.* Making defamatory or libelous statements against Company and/or Website; and
- k. *Non-Performance.* Failing to deliver the promised services.
- l. For purposes of notification or termination by the Jeff Hastings Agency, delivery via email is considered a written and immediate form of notification. It is the responsibility of the Affiliate to update all account information as necessary including the current email address of the Affiliate.

## 11. Confidential Information

- a. *Privacy Policy.* You agree that any information that all non-public, proprietary information that you obtain learn, or discover from us or any buyer on our Website shall constitute Confidential Information, including but not limited to any information or plans for a buyer's proposed project; any information about potential publishing terms or the market for the work to be developed pursuant to the project; and any information about our business practices, management styles, current and future strategies, business plans, marketing information, financial information, software, processes, procedures, and other aspects of our business. You agree for the term, any Renewal Periods(s), and thereafter, to hold all Confidential Information in confidence and not disclose such Confidential Information to



any third party. You acknowledge and agree that monetary damages will provide an insufficient remedy for the breach of this confidentiality obligation, and that we will be entitled to injunctive relief.

- b. *Use of Your Information.* As for your personal information, ContractCoach may use your personal information for the purpose of (1) indexing your name and/or company as an approved Affiliate or Marketing Representative or (2) to contact you regarding your Agreement, services, compensation or any other reason to carry out the provisions of this Agreement.
- c. *Use of Your Logo.* Except as expressly provided above, ContractCoach shall not use any of your logos and/or trademarks without your prior written approval. Any and all uses of your logos and/or other trademarks shall be in accordance with your specified usage guidelines.

## 12. Warranty

- a. *General Disclaimer for Business.* If you are entering into this Agreement on behalf of a business, you represent and warrant that you are the owner of the business, or if not, that you have the full power and authority to enter into this Agreement on behalf of the business and that you have provided true, accurate, and correct information to us.
- b. *General Disclaimer for Individual.* If you are entering into this Agreement on your own behalf, you warrant and represent that you are an individual who is at least eighteen (18) years of age and capable of forming legally binding contracts.
- c. *Disclaimer Continued.* You further warrant and represent that your obligations under this Agreement will not conflict with or violate any contractual obligations under any other Agreement with any third party or violate and other applicable law or regulation.
- d. *Reliance on Website.* Your use and reliance on this Website shall be at your own risk. We make no warranty that your access to the Website, and that of our Clients, will be continuous, uninterrupted, bug-free, error-free, virus-free, free of defects, or free of technical problems.

### **13. Release of Claims**

- a. To the maximum extent permitted by applicable law, you hereby release and waive all claims against our Company, the Website, and our officers, members, managers, employees, independent contractors, representatives, and agents, including any and all liability for damages (actual and or consequential) costs, expenses (including litigation costs and attorney's fees) of every kind and nature arising from or in any way related to the Company, or Website, Social Media Sites, or our Services.
- b. *California Residents.* If you reside in California, you agree to waive your rights under California Civil Code Section 1542, which states, "A General release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You understand that any fact relating to any matter covered by this release may be found to be other than now believed to be true, and accept and assume the risk of such possible differences in fact. In addition, you expressly waive and relinquish any and all rights which you may have had under any other state or federal statute or common law principle of similar effect, to the fullest extent permitted by law.

### **14. Indemnification**

- a. *Hold Harmless.* You expressly agree to indemnify, defend, and hold harmless our Company, Website, and our officers, members, managers, employees, independent contractors, representatives, and agents against (a) any third party claims arising from this Agreements and/or your relationship with us, and (b) any injury or loss that we suffer directly as a result of this Agreement and/or your relationship with us, including but not limited to damages, costs, expenses, suits, judgments, litigation costs, and attorney's fees.

### **15. Entire Understanding**

- a. You agree that this Agreement contains our entire understanding with respect to the subject matter contained herein, and that the Agreement shall supersede all prior agreements and understandings, whether written or oral. You agree that there will be no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and that no rights or duties on the part of either party are to be implied or inferred beyond those expressly provided for.

### **16. Governing Law; Dispute Resolution**

- a. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.
- b. *Dispute Submission.* All disputes arising under this Agreement shall first be submitted to informal dispute resolution through this Website, where trained representatives of Company will attempt to negotiate a resolution to the dispute. You agree to participate in

any informal dispute resolution process requested by Company as a first step to resolving such a dispute.

- c. *Arbitration Process.* If the parties are unable to resolve the dispute through the informal dispute resolution process, then the parties agree to submit the dispute to binding arbitration, which shall be determined in accordance with the Commercial Rules of the American Arbitration Association in Houston, Texas by one arbitrator mutually agreed upon by the parties in accordance with the aforementioned Rules.
- d. *Arbitration Costs.* The costs of arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties. The arbitration award shall be final and each party shall comply in good faith to the entry of the arbitrator's award in any court having jurisdiction. If judicial enforcement or review is sought, then the prevailing party shall be entitled to costs and reasonable attorney's fees. All claims that you bring against us, any buyer, or the Website must be resolved in accordance with this Section. All claims filed or brought against us contrary to the terms of this Section shall be considered improperly filed. Should you file a claim contrary to this Section, you agree that the defendant may recover attorney's fees and costs for the improperly filed claim, provided that the defendant has notified you in writing of the issue and you have failed to properly withdraw the claim.

## **17. Severance**

- a. You agree that if any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. You agree that we will negotiate and amend in good faith any such provision in a manner consistent with our intentions, if any invalid or unenforceable provision affects your or either party's consideration under this Agreement.

## **18. Assignment**

- a. You agree that the terms of this Agreement shall automatically be assigned in the event of a merger or acquisition of all or substantially all of Company's business assets and be binding upon the successor business entity. In the event that you are an individual, this Agreement shall be automatically be binding upon your heirs, executors, and legal representatives in the event of your death.

## 19. Modification

- a. We may modify our standard Agreement terms at any time, but you will only be bound by our amended terms if you expressly accept them when you enter into a new agreement with us.

## 20. Notices

- a. Any notices required or permitted to be given to us hereunder shall be sent to the address set forth below, or to such other address that we specify in writing. Such notice shall be deemed to be given upon personal delivery or three (3) days after the date of mailing when sent by certified or registered mail, postage prepaid. The notice shall be sent as follows:

Attn: Legal Department  
**The Jeff Hastings Agency, Inc.**  
15912 Rosethorn Ct. Unit A  
Cypress, TX 77429  
844-4A-Coach

## 21. Waiver

- a. No waiver by us of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either of us to exercise any right, power, or privilege hereunder be deemed a waiver of any such right, power, or privilege.

**THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE YOU INDICATE YOUR ASSENT TO THE TERMS AND CONDITIONS SET FORTH ABOVE.**

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address