

Affiliate Member - Level 3 and Level 4 Agreement

Finkleman Communications Ltd. Affiliate Agreement

Please read this Agreement carefully!

It covers all of the details of your participation in **Level 3 Affiliate Program** for members of the **Master Class – Transpersonal Group Process Training in Embodied Awareness**; and or **Level 4 Faculty License** including how you can use our information, links, images, and content.

Level 3 Master Class is a long-term, slow-open, process-oriented community-building group, designed for Certified Embodied Awareness Facilitators™ wishing to deepen and extend embodied awareness practices into one's practice, professional practice, and community settings. The group is open-ended with each member committing to a trial period of six months.

Once you have completed a minimum of 6 months you

1. Sell and Deliver Level 1 training under the current affiliate compensation program;
2. Sell and Co-Facilitate Level 2 certification program with a Licensed Faculty under the current affiliate compensation program;
3. Use Embodied Awareness Level 1 and Level 2 Course and Marketing Materials
4. Become an Embodied Awareness Affiliate Member.

Level 4 After signing a licensing agreement and paying licensing fees, Level 4 authorizes use of the Program Materials. You may also:

1. Sell and deliver Level 1 training under the current affiliate compensation program;
2. Sell and deliver Level 2 certification program under the current affiliate compensation program;
3. Certify Level 2 participants;
4. Sell and deliver Level 3 Affiliate membership groups under the current affiliate compensation program;
5. Sign up Level 3 affiliates as sub-affiliates under their own affiliate link using Company's systems for doing so; and
6. Develop, schedule, and deliver Embodied Awareness community programs online and in person, and by way of example, and not limitation, by offering an introductory evening to Embodied Awareness, in a format outside the formal Level 1 format.

☐ Yes. You are acknowledging that you have read, understood, and agreed to these terms.

The Basics

What this Agreement is for:

The Affiliate Program is available to Level 3 Embodied Awareness Co-Facilitators and or Faculty in Training; and Level 4 Embodied Awareness Licensed Faculty only.

Finkleman Communications Ltd. (the Company) spends substantial time and resources marketing its products and services to appropriate clients online, including identifying people who may be interested in Embodied Awareness training. These marketing efforts include collecting client information, vetting the clients, and establishing a relationship (these are called Client Relationship Services).

This Agreement is made so that Affiliates (You and others we admit to the program) can earn a fee for providing Client Relationship Services to Finkleman Communications Ltd. **to people who register for and participate in Embodied Awareness Training and Certification Level 1 and 2.** There is no guarantee you will make sales under this Agreement.

This Agreement is also made to specify how you may discuss Finkleman Communications Ltd.'s products and services with potential clients and how the parties' intellectual property will be treated.

What this Agreement *does not* do:

This Agreement does not make the parties general partners, co-owners, principals or agents, or employers or employees of one another.

This Agreement does not sell or otherwise transfer ownership of either party's respective business or intellectual property.

This Agreement does require either party to refrain from changing or reducing existing business lines and it does not create obligations to maintain certain business lines or act exclusively with one another.

This Agreement does not require us to accept a client and/or to provide (or not provide) a certain service.

We maintain control over who may purchase from us.

How to Become an Affiliate Member

When you complete 6 months of Level 3 Group Training, you will be granted access to Company's affiliate portal, or submit to Finkleman Communications names, emails and registrations made by you.

Products and Services Available for Promotion by Affiliates. The affiliate portal OR after you or submit names, emails and registrations to Level 1 and Level 2 made by you to Finkleman Communications, Finkleman Communications will provide you with access to links to sell Level 1 and 2 to third parties for a commission

If you are a **Level 3 Co-Facilitator and or Faculty in Training, you will receive up to 30% of net sales** of Level 1 and 2 programs through your link.

You may not promote the Finkleman Communications Ltd. affiliate program itself. You may only promote Finkleman Communications Ltd.'s products and services to your audience as specified at the above link.

If you are a **Level 4 Faculty, you will receive up to 70% of net sales** of Level 1 and 2 programs through your link.

How to Promote Finkleman Communications Ltd. Products and Services

Your promotions should be legal, fair, and follow our guidelines to protecting our intellectual property. We will provide you with an affiliate tracking link and links to sales pages. Your right to use these

links is non-transferable and revocable.

You may not create your own links or sales pages, but must directly link to Finkleman Communications Ltd.'s site using your affiliate tracking link.

If you wish to create images promoting the products or services, they must be approved for use in advance by **contacting drbeth@hedva.com**

You must prominently state that you will receive an affiliate commission for the sale of Finkleman Communications Ltd. products and services near the link, and in email or social media promotions.

You may not offer your customers discounts, rebates, kick-backs, coupons, or any other monetary amount in exchange for the use of your affiliate link to purchase Finkleman Communications Ltd.'s services.

However, you may offer a bonus to your customers, such as access to a program of yours for free or a reduced rate if they purchase through your affiliate link.

You may not share your affiliate link with any other person who is not an intended customer (for example, with a friend for the purpose of sharing commissions).

Activity which violates the spirit of a referral relationship (i.e., your good faith promotion of Finkleman Communications Ltd. and or Embodied Awareness products to people who have expressed an interest in hearing from you, such as your email subscribers) will result in termination of this agreement and forfeiture of any commissions earned using these tactics, as determined by Finkleman Communications Ltd. in its sole discretion.

If you wish to use paid advertising to promote Finkleman Communications Ltd.'s products or services, or use SEO techniques that use Finkleman Communications Ltd.'s names or other intellectual property, you must contact Dr. Beth Hedva, by email drbeth@hedva.com in advance.

How to Get Paid

To get paid, you must provide us certain information, your referred sales must meet the criteria below, and we must accept the client.

You must provide certain information to us on request to be paid under the terms of this Agreement.

Finkleman Communications Ltd. will process valid orders (see "How to Promote..." above) placed through your unique tracking link and will pay you published rates of commission at the time of the sale. Orders not placed through your link will not be compensated. There are no exceptions due to the difficulty in proving the referral source.

Your affiliate payment will be payable after the fee is collected from the customer. If they pay in full, you will receive your complete affiliate payment. If they pay in installments, you will receive payment as a percentage of each installment. If they do not complete the payment program, you will not receive the entire commission. There are no circumstances in which you will receive two referral commissions for the same client for the same service.

All aspects of order processing and fulfillment, including Finkleman Communications Ltd.'s services, cancellation, processing, refunds and payment processing will be our responsibility. Occasionally, in

our sole discretion, we may have to refund a customer. You will not be compensated for such a sale. Commissions will be processed approximately thirty (30) days after the end of the month in which they accrue. They will be paid [how].

If You have a question about a commission, contact us within thirty (30) days from the day the payment would have been due at [email address].

Finkleman Communications Ltd.'s Rights

Finkleman Communications Ltd. maintains sole rights to its links, sales pages, and offerings, including the rights to:

1. Determine whether to offer, or continue to offer, a product or service;
2. Set pricing and availability of products and services;
3. Withhold commissions temporarily for Affiliates who refer clients with an excessive cancellation or chargeback rate;
4. Market directly to purchasers referred by you;
5. Market its own products and services in competition with affiliates;
6. Make changes to our business policies, including this Agreement;
7. Remove or suspend affiliates for any reason, in our sole discretion;
8. Withhold commissions due to you to offset past due amounts you owe to us for your own purchases;
9. Cancel a purchase for someone we cannot provide legal services to, in our sole discretion; and
10. Terminate this program.

Other Important Legal Terms

You are entering into this Agreement as a business owner, whether or not you have a registered business entity.

You are responsible for the payment of all taxes related to the commissions you receive under this Agreement, whether provincial, state or federal.

Disclaimer. We make no express or implied warranties or representations with respect to the Affiliate Program or any Finkleman Communications Ltd. Products and Services sold through the Affiliate

Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, we make no representation that the operation of our website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information concerning Referred Customers during any period of interruption.

Limitation of Liability: WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT

AND THE AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Confidentiality: Information concerning the amount of Commission payable, paid, or available to you, shall be confidential, except as may be required to comply with a valid court order and to your accountant and other business personnel who need to know.

Waiver of liability and Governing Law

This Agreement will be governed by Alberta provincial law, without regard to its conflicts of law principles. I understand and agree that I submit to the personal jurisdiction and venue of the Alberta provincial courts and agree that any legal proceeding commenced shall take there. Prior to the filing of any suit, I agree to pursue resolution through conciliation, mediation, and/or arbitration using the International Association Better Business Bureau (BBB). You may learn more at <https://www.bbb.org/all/bbb-dispute-handling-and-resolution>

Your access to and use of the course is conditional on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

This file was last modified on [date]_____.

Agreed:

Name of Affiliate Member _____