

**THE ACTION PLAN MARKETING
LICENSED AFFILIATE MARKETING COACH AGREEMENT
“Marketing Coaches Certification Program”**

Lindy Beasley – Emerging Practices

This Non-Exclusive Licensed Affiliate Agreement is entered into as of June 29, 2007 between Robert Middleton and Action Plan Marketing, with its principal offices located at 210 Riverside Drive, Boulder Creek, California 95006, Linda, Beasley, dba Emerging Practices, with offices at 131 Barbaree Way, Tiburon, CA 94920 (“Licensed Affiliate”).

Definitions

- ◆ “We,” “us,” and “our,” refer to Robert Middleton and Action Plan Marketing as the Licensor.
- ◆ “You” and “your” refer to the individual or entity named above as the Licensed Affiliate.
- ◆ “Licensed Products and Programs” refers to all products, and programs listed on Exhibit A of this Agreement.
- ◆ “License” refers to your right to market, sell and distribute the Licensed Products and Programs to a third party with your consulting and coaching services under the terms of this agreement.
- ◆ “End User” refers to a third party that is licensed to use the Licensed Products and Programs for its own business operations.
- ◆ “Consulting and Coaching Services” refers to you providing services to train, coach and or consult using Licensed Programs with End Users.

This agreement is not effective until both parties have accepted this agreement.

Marketing and Delivery Rights

We grant you a non-exclusive, limited License to market, sell and deliver Licensed Programs as provided under this agreement. This Agreement and the licenses granted hereunder are conditional on:

1. Payment of training and license fee totaling \$8,625 minus previous fees paid to Action Plan Marketing for products and services equaling \$138. The balance payable is \$8,487 (this includes credit for 15 workbooks). A deposit of \$2,000 is due now. The balance of \$6,487 is due and payable one month or more before you attend the Certification Training Workshop.
2. Successful completion of the twelve month Certification Program which consists of three parts: 1. THE FAST TRACK TO MORE CLIENTS PROGRAM, 2. THE 4-DAY CERTIFICATION TRAINING WORKSHOP and 3. THE 9-MONTH MARKETING SUPPORT PROGRAM.
3. Passing a written test upon completion of the Certification Training Workshop to receive Provisional Certification. Provisional Certification allows you to market, sell, and deliver our programs. However, you must be enrolled and active in our Marketing Support Program for 9 months to maintain your Provisional Certification.
4. Meeting the requirements of a Certified Action Plan Marketing Coach as outlined on Exhibit B of this document entitles you to receive your designation as an Action Plan Marketing Certified Coach (APMCC).

5. Your right to market, sell, and deliver Licensed Programs shall be limited to you only. You shall not appoint any third party to license, market, sell, provide or implement the Licensed Products and Programs without our prior written consent.

For each additional year of this Agreement, you agree to:

1. Pay annual fee of \$475.00 for membership in the Action Plan Marketing Coaches Association. This also gives you a pass for our Annual Action Plan Marketing Coaches Conference. This fee for your first year is included in your license fee.
2. May be required to attend and successfully pass one (1) refresher course provided by us (at no additional cost to affiliate).

Obligations of Licensor

- ◆ As a the Licensor for the Action Plan Marketing Coaches Certification Program we agree to use our best efforts to provide the training and tools necessary for you to be successful as a Licensee. And although we will make our best efforts, we cannot guarantee any specific financial results you will attain as a Licensee. However, we will provide the following to support you:
- ◆ Training that will include but not be limited to the following: Training in creating powerful intentions, overcoming negative intentions and limitations, information on how the game of marketing actually works, training in the language of marketing and developing marketing messages, demonstrating how to create powerful marketing materials, teaching the most effective marketing tactics, training in the skills of action planning and implementation.
- ◆ Instructions and guidance in how to work successfully with clients. You'll learn how to work with clients one-on-one, in group programs and in workshops. You'll be confident that you can teach your clients how to be successful marketers and you'll have the information, systems, tools and materials to help them every step of the way.
- ◆ All of our main marketing products: The InfoGuru Marketing Manual, The Action Plan ToolKit, The Web site ToolKit. If you have purchased these programs before the certification program, you will receive a credit towards your licensing fee. Past fees paid for The Fast Track Marketing Program and The Marketing Action Groups shall also be credited towards your licensing fee.
- ◆ Online marketing materials for all of our programs that you will be able to use on your web site. Providing emails, scripts, and other materials to use in marketing and selling the Action Plan Marketing Programs.
- ◆ Over two hundred articles that can be used on your web site or used in your own eZine. We'll include the instructions and templates for an eZine of your own and include training on how to get it up and running.
- ◆ Workbooks (training manuals) for your End Users for each of the Action Plan Marketing Programs. As a new Licensee you will receive a credit for \$1,125 worth of workbooks. There is a fee for workbooks after this (see below and in Exhibit B).
- ◆ Direction and resources for web sites, eZines, payment systems, affiliate program and other necessary marketing technology.
- ◆ Written Marketing Action Plans for every important marketing activity. This will include plans for networking, publishing, eZine, speaking, selling and more.
- ◆ Use of the Action Plan Logo and Identity. You'll receive logo marks to authenticate that you are a licensee of Action Plan Marketing. You may use this on your web site and all other marketing materials.

- ◆ A listing in our Online Licensee Directory. Every Licensee with a web site that conforms to our standards will receive a listing in our directory with a picture, brief bio and link to your web site.
- ◆ Maintain confidentiality about you and your business to anyone outside the Coaches Certification Program.

Duties of Licensed Affiliate

- ◆ As a Licensed Affiliate, you agree to use your best efforts to market and license the programs. You will receive extensive training in this area, however it is up to you to implement what you learn.
- ◆ You will conduct the Action Plan Programs to the best of your ability. You will have ongoing coaching support in our Support Program as well as recorded examples of programs, step-by-step workbooks and other resources to help you succeed.
- ◆ Each End User you enroll in any Action Plan Marketing program will require a workbook. It is your responsibility to purchase this workbook from Action Plan Marketing for use by the End User. Workbooks shall be purchased online and delivered digitally (PDF). You may forward these workbooks digitally or in hard copy format to your End Users. You will include the price of this workbook in the fee you charge your End User. Fees for Workbooks are outlined in Exhibit B. (You will receive a credit for your first \$1,125 worth of workbooks as part of your licensing fee.)
- ◆ You will supply a monthly accounting of the number of End Users who have enrolled in Action Plan Marketing Programs. Your number of workbooks purchased will equal the number of End Users in any given month.
- ◆ Workbooks must be purchased for the use of End Users before the start of any program. You may purchase several copies prior to any group program. If you have less participants than anticipated, you can use pre-purchased workbooks for future programs or receive a refund for unused workbooks.
- ◆ Payment for workbooks shall be in U.S. Dollars. For Licensed Programs you can either charge US Dollars or the currency of the country of your residence.
- ◆ You shall endeavor to sell all Licensed Programs at our standard suggested retail prices.
- ◆ You also agree to pay any sales, value-added or other taxes or fees as required by law. This will not be monitored by us.
- ◆ You acknowledge that the nature of the work associated with the Licensed Programs is HIGHLY CONFIDENTIAL in that it involves having access to and working with End Users' business and marketing plans other Confidential Information. You agree to maintain all Confidential Information in confidence to the same extent that you would protect your own similar Confidential Information.

Note: The next few pages are what is often referred to as “the fine print.” It’s the legal foundation to protect both the Licensor and the Licensee. Please read it carefully before signing.

Ownership and Restrictions

We retain all ownership and intellectual property rights to our Licensed Products and Programs.

You may not:

- ◆ Remove or modify any program markings or any notice of our proprietary rights;

- ◆ Assign or transfer this agreement or give an interest in the Licensed Products and Programs to any individual or entity except as provided under this agreement;
- ◆ Cause or permit reverse engineering or decomposition of the programs; create new products, programs or software that is derived from our Licensed Products or Programs without advance written authorization;
- ◆ Engage in any deceptive or misleading practices that may be detrimental to us or to the programs;
- ◆ Promote Licensed Products and Programs through the use of paid mass media promotional techniques such as advertising, Google Adwords, direct mail, fax/e-mail broadcasting to the general public in any form including print media, radio, Internet, and television without advance written authorization.

This does not preclude you from mailing, e-mailing or faxing product and promotional materials to your clients and your prospects, or participating in promotional campaigns such as networking, publishing, speaking, joint ventures and other approved marketing approaches that you will learn during the Certification Program;

- ◆ Send unsolicited bulk emails generally referred to as spam to promote Licensed Products and Programs.
- ◆ If, however, for whatever reason the Licensor ceases to operate or to pass the operation onto a new owner upon ceasing operations, the Licensed Affiliate is granted all legal rights and title to the Licensed Products and Programs and to use them at their sole discretion.

Audit

If we have reason to believe you have violated our copyrights, trademarks, trade secrets or have used Licensed Products or Programs without paying the appropriate license fees or royalties, we may audit your use and distribution of the Licensed Products and Programs. Upon 45 days advance written notice, you agree to cooperate with our audit, and provide us with reasonable assistance and access to information. You agree to pay any unpaid or underpaid license fees associated with our Licensed Products and Programs.

Term and End of Agreement

This agreement shall begin on the date specified in our acceptance confirmation and continue in effect for one year thereafter. Unless either party gives notice of termination no less than 30 days before the expiration of the annual term, the agreement shall continue on a year-to-year basis. If you breach the terms of this agreement and fail to correct the breach within thirty (30) days after we notify you, we may end this agreement. If we end this agreement, you must:

- ◆ Immediately cease use of Licensed Products and Programs;
- ◆ Immediately cease use of trademarks and trade names and copyrighted materials;
- ◆ Remove all Action Plan Marketing promotional material on your web site and eZine;
- ◆ Pay all outstanding fees and invoices for workbooks within thirty (30) days.
- ◆ You will not receive any refund of your licensing fees.
- ◆ If both parties mutually agree to terms in writing, your licensing agreement may be renewed.

Refunds

The conditions for any refunds for the Certification Program are outlined below:

- ◆ It is understood that your \$2000 deposit for the Certification Program is not refundable if you decide not to continue before you have begun the Certification Training Workshop. However, it may be applied to a future Certification Program.
- ◆ If you decide not to continue the Certification Program (anytime after the beginning but before the completion of the Certification Training Workshop), you may discontinue your participation in the program minus your deposit of \$2,000 and a \$1,500 cancellation fee. These fees may be applied to a future Certification Program.
- ◆ If you decide not to continue with the program anytime after the Certification Training Workshop has been completed, none of your licensing fee is refundable. You may, however, apply the full licensing fee paid to a future Certification Program if you choose.
- ◆ If, for whatever reason, the Licensor is not able to complete the delivery of the Certification Program, the Licensee will be eligible for a partial or full refund of licensing fees due within 60 days or less from termination of the program. Licensor will refund the amount the Licensee feels is fair.

Indemnification

If someone makes a claim against you or an End User that our Licensed Products and Programs infringe upon their intellectual property rights, we will indemnify you and the End User. To obtain this protection, you must:

- ◆ Notify us promptly in writing, not later than thirty (30) days after you receive notice of the claim, or sooner if required by applicable law;
- ◆ Give us sole control of the defense and any settlement negotiations;
- ◆ Give us the information, authority, and assistance we request to defend against or settle the claim.

If we believe that any of our Licensed Products and Programs may have violated someone else's intellectual property rights, we may choose to either modify the programs or obtain a license to allow for their continued use, or if these alternatives are not commercially reasonable, we may end the license for the applicable product/program and refund any license fees you have paid for it. We will not indemnify you if you or the End User uses a superseded release of a program, and the infringement claim could have been avoided by using the current release of the program and we will not indemnify you if the infringement claim would not have arisen but for the alteration, combination, or use of the programs with software or hardware not furnished by us. This section provides your exclusive remedy for any infringement claims or damages.

Limitation of Liability

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Our maximum liability for any damages whether in contract or tort will be limited to the amount of the purchase price or license fees paid. In no event shall licensor be liable for any other costs, damages, or otherwise. You acknowledge and agree that because licensor makes no warranties to you, you shall have no warranty liability whatsoever to us with respect to licensed products or programs.

Copyrighted Materials and Programs

“INFOGURU MARKETING MANUAL” and “THE ACTION PLAN TOOLKIT” and “THE WEB SITE TOOLKIT” and “THE MARKETING ACTION GROUPS” and “THE FAST TRACK MARKETING PROGRAM” and any additional copyrighted products or programs adopted by us to identify Licensed Products and Programs belong solely to us.

- ◆ Your use of our program names shall be strictly in accordance with this Agreement.
- ◆ You agree not to use “ACTION PLAN” or “INFOGURU MARKETING” or “FAST TRACK MARKETING” or any term beginning with the words “INFOGURU” or “ACTION PLAN” or “FAST TRACK” or any other term likely to cause confusion with “ACTION PLAN MARKETING” or “INFOGURU MARKETING” in any portion of your products, services, trade names or trademarks.
- ◆ Except as provided by us, you are authorized to use such marks solely to refer to our Licensed Products and Programs.
- ◆ You shall not market the Licensed Products and Programs in any way that implies that they are your proprietary products.
- ◆ You shall retain all of our copyright notices on all Licensed Products and Programs and materials provided by us.
- ◆ You will have access to online, high quality collateral materials (in the form of web and email copy) that describe the Licensed Products and Programs; we encourage you to use these materials along with your materials to promote your product and service offerings. We discourage you from creating your own product collateral materials, (for example: brochures, flyers, CD’s, etc), but if necessary, you may, however, **please note these materials must be approved by us in writing, prior to use.**

Limitations on Proprietary Rights

The LICENSEE has no right or authority to use in any other manner, to register, to assign, or take any other action concerning or involving confidential information, copyrights, trade secrets, patents, patent applications, trademarks, service marks, trade names, and other trade or business names of LICENSOR or related products or of any other business entity related to, or affiliated with LICENSOR, and the LICENSEE shall not directly or indirectly take or permit to be taken any such action except with the express written permission of LICENSOR. Any trademarks, trade names, titles, or rights of use that may arise from the use by the LICENSEE of the trademarks and trade names of LICENSOR shall be the exclusive property of LICENSOR.

Relationships between Parties

In all matters relating to this agreement, you will act as an independent contractor. The relationship between us and you is that of licensor and licensee. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. We reserve the unrestricted right to market, distribute, license or sell the programs in all territories to any and all parties, without any obligation to pay any compensation or fee to any Licensed Affiliate.

Applicable Law and Resolution of Disputes

The rights and obligations of the parties arising from or relating to this Agreement shall be construed and enforced in accordance with the laws of the State of California as applied to citizens of the State of California.

All disputes or disagreements arising between LICENSOR and LICENSEE in connection with any interpretation of the commercial terms of this agreement or the compliance or noncompliance therewith, or the validity or enforceability thereof, which are not settled to the mutual satisfaction of LICENSOR and LICENSEE within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other in writing that such disputes or disagreements exist, shall be finally settled by binding arbitration before a single qualified arbitrator under the commercial rules of arbitration of the American Arbitration Association in San Francisco, California. The arbitration award shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction. Each party shall bear the cost of preparing and presenting its case. The cost of the arbitration, including fees and expenses of the arbitrator(s), will be shared equally by the parties unless the award otherwise provides. Any arbitrator appointed under the provisions of this Section shall be authorized to order such limited discovery as the arbitrator shall deem appropriate. Each arbitrator shall resolve the dispute or disagreement in accordance with the laws of the State of California.

Entire Agreement

You agree that this agreement and the purchase of any Licensed Products and Programs, represent our total agreement. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If this agreement is inconsistent in any manner, the terms of this agreement shall prevail. Any notice required under this agreement shall be provided in writing, and any amendment of this agreement shall be mutually agreed in writing.

Definitions and General Licensing Rules

Your use and distribution of our Licensed Products and Programs is subject to the definitions and general licensing rules contained within this Agreement. These definitions and general licensing rules are subject to change. This agreement is governed by the laws of the State of California.

Agreed to:

Action Plan Marketing
A California Sole Proprietorship

Lindy Beasley
Emerging Practices

By: _____
Robert J. Middleton
Owner
Action Plan Marketing

By: _____
Lindy Beasley

Date: _____

Date: _____

Please make two copies of this agreement.

Sign both copies. Send one copy to us at address below and we will sign and return to you.

Action Plan Marketing
210 Riverside Drive
Boulder Creek, CA 95006

EXHIBIT "A"

LICENSED PRODUCTS AND PROGRAMS

- 1) **List of Copyrighted Products and Programs created by Action Plan Marketing (As of Jan 1, 2007)**
 - a) **The InfoGuru Marketing Manual**
 - b) **The Action Plan ToolKit**
 - c) **The Web Site ToolKit**
 - d) **The Fast Track to More Clients Group Marketing Program**
 - e) **The Fast Track to More Clients Individual Marketing Program**
 - f) **The Fast Track to More Clients Workshop**
 - g) **The Marketing Action Group**

EXHIBIT "B"

PROGRAMS, PRICING, FEES, CERTIFICATION

- 1) **Action Plan Marketing Products, Programs and Fees**
 - a) **InfoGuru Marketing Manual, Action Plan ToolKit and Web Site ToolKit, Audio Programs**

These products are only available on the Action Plan Marketing web site. The prices on the site are not negotiable, except for sales of 10 items or more. You can offer these on your web site by way of an affiliate link that takes them to the Action Plan Marketing Web Site. You will receive a 35% commission for sales of all online products. You must sign up for the Action Plan Marketing Affiliate Program in order to be eligible for commissions.
 - b) **The Fast Track to More Clients Group Marketing Program**

This is a seven session, six-week group program offered by teleconference with 20 or more participants. The suggested retail price of this program is \$197 to \$297 per participant. The fee for each workbook is \$25.

c) The Fast Track to More Clients Individual Marketing Program

This is a one-on-one program that follows the same lesson plan as the group program. However, it can be stretched over a longer period of time, if you choose. I recommend a minimum of 12 sessions held over three to six months. The suggested retail of this program is \$1800 to \$3600 (or more). Once the program is complete, you can contract for additional sessions at a fee of your choosing. The workbook for this program is \$100.

d) The Fast Track to More Clients Workshop

This is a live workshop held over 2 days that covers the same material in the Fast Track Program. The suggested retail price of this program is \$375 to \$750. The fee for the workbook is \$50.

e) The Marketing Action Group

This is a program similar to the Fast Track program and also offered by teleconference, except that it is held over a period of 4 months (8 sessions) with 12 to 16 participants. In addition to the teleconference sessions, participants receive weekly feedback by email and monthly coaching sessions. The suggested retail price of this program is \$375 to \$475 per month or \$1500 to \$1900 total per participant. The fee for the workbook is \$100.

2) Program Content and Application

The Action Plan Marketing Programs are all based on proven marketing principles and practices for consistently attracting more clients to a professional service business. You will be learning these principles and practices to teach to your clients and you'll be using exactly the same principles and practices to attract clients to your business. You'll be walking your marketing talk.

It's important to understand that these principles and practices can be learned, mastered and implemented by any intelligent person. It does not require a certain personality type, but rather a willingness to follow a process and master this process.

3) Qualities of a Successful Marketing Coach

I have found that successful Independent Professionals have the following characteristics:

a) A vision and big goals. You want to create something that is substantial and that makes a real contribution. And you're also open to making very good money.

b) A willingness to learn, study and try new things. Mastery requires that you regularly explore outside your comfort zone. Thinking required.

c) Are supportable. Most independent professionals are better at supporting than being supported. But if you're not supportable, you severely limit your growth.

- d) Will go past limitations.** We all get stuck. We buy into old beliefs, patterns and thoughts that no longer serve us. A big part of this program is breaking through these limitations.
- e) Face disappointment with courage.** This program will be fun and challenging. But at times you'll wish you had never hear of it!
- f) Have patience, understanding and compassion for your clients.** There are really very few bad clients. You can learn how to work successfully with almost all clients.

4) Targeted Clients

The Action Plan Marketing Programs are targeted towards Independent Professionals and other professional service businesses. Ideal clients and participants for your programs are consultants, coaches, trainers, designers, writers, and financial, legal, healthcare and employment professionals. Any business who has clients, as opposed to customers, are ideal clients and participants.

Inappropriate clients for the Action Plan Marketing Programs include retail companies, restaurants, manufacturers, agricultural, and product-based companies whether selling to consumers or businesses. Generally trade services, such as contractors, plumbers, painters, etc. are generally not good candidates for our services.

Small and large professional firms may be appropriate candidates for the Action Plan Marketing Programs as well. These, however, may not be the best to start with.

5) Referral Fees

- a) From time to time we may, but are under no obligation to forward sales leads/prospects to you.
- b) You agree in consideration for receipt and acceptance of sales leads/contacts to pay us 5% of revenues earned from the sale of Licensed Programs for one year from the date of the executed contract with the End User. This is in addition to workbook fees. Leads that come from your listing on the Action Plan Marketing web site without our active participation will not be subject to the 5% lead fee.

6) Consulting and Coaching Rates

Many of our coaches will be offering one or more of the Action Plan Marketing Programs to existing clients and in conjunction with existing services. We ask that you offer our programs as complete programs, including a workbook. After clients have completed a program, you are free to offer follow-up consulting or coaching services to assist clients in implementing what they've learned through the Action Plan Programs. Action Plan Marketing will not charge any additional fee for materials related to any ongoing services you provide.

7) Territory/Geographic Restrictions

As of the date of this agreement there are no territory or geographic restrictions to offering Action Plan Marketing Products or Programs.

8) Certification Requirements

There are two levels of Certification:

- Level 1 - Provisional Marketing Coach Certification
- Level 2 - Certified Action Plan Marketing Coach

Level 1 Certification – To reach Level 1 Certification you must attend and complete all assignments in the Fast Track Marketing Program and attend and complete all assignments from the Training Certification Program. You must then pass a written test after attending the Training Certification Program. Provisional Certification allows you to market, sell, and deliver our programs. However you must be enrolled and active in our Marketing Support Program for 9 months to maintain your Provisional Certification.

Level 2 Certification – To reach Level 2 Certification you must attend and complete all assignments in the Marketing Support Program and attend for a full 9 months. You will receive a detailed checklist of requirements to complete during this program. Upon completion of these requirements you will receive your designation as an Action Plan Marketing Certified Coach (APMCC).

9) Benefits of Certification

There are many benefits to Certification. The first is that it clearly indicates you have successfully completed a rigorous program and that you have demonstrated proof of proficiency. This will be important to your clients and give you credibility. More importantly, certification will give you actual tools, skills and expertise to not only teach your clients to market themselves effectively, but for you to attract all the business you need.

The principles and practices that you'll learn in the Certification Program took me over 20 years to learn. I can't promise you'll reach my level of expertise in a one-year program, however you'll gain a level of expertise and understanding of how to attract clients that is attained by very few professionals.

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