

ICAN Institute, Inc. Affiliate Program Agreement

FOREWORD

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration of you. We have written the following affiliate agreement with you in mind, as well as to protect our company's good name. To participate in the ICAN Institute, Inc.'s Affiliate Program, you must agree to the following. So please bear with us as we take you through this legal formality.

If you have any questions, please don't hesitate to let us know. We are strong believers in straightforward and honest communication. For quickest results please email us at affiliates@ICANInstitute.com. You can also reach us via phone: 505-898-4400

Best regards,

Deb Erickson

AFFILIATE AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT.

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MERCHANT, INC. (DBA ICAN INSTITUTE, INC.)

BY SUBMITTING THE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview

This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in ICAN Institute, Inc.'s Affiliate Program. The purpose of this Agreement is to allow web-based displays of our products, services and/or promotions on your website and through the affiliate tracking code in exchange for receiving remuneration from ICAN Institute, Inc. for sales resulting from such display.

Please note that throughout this Agreement,

"We," "us," and "our" refer to ICAN Institute, Inc., and

"You," "your," and "yours" and Affiliate refers to the business, individual or entity applying for participation in the ICAN Institute, Inc. Affiliate Program.

"Affiliate Site" - the Affiliate's Internet site which displays ICAN Institute, Inc.'s Products and Services and/or promotions.

"ICAN Institute, Inc.'s Products and Services" – programs, mastery memberships, products and services that are currently available for purchase through icaninstitute.com.

"Commission Fees" or "Commissions" - Under the Affiliate Program, subject to the terms hereof, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to icaninstitute.com under and in accordance with this Agreement.

"Qualified Purchase" - a sale of commissionable Products and Services to a Customer which meets the criteria set forth in this agreement. Your own personal purchases are not considered Qualified and are exempt from receiving commissions.

"Referral Partner Center" refers to the Infusionsoft software affiliate interface solution we use. It contains your profile information, brand materials and links, commission tracking and other materials for your review and/or use.

2. Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit our application. The fact that we initially approve applications does not imply that we may not re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Programs, Mastermind Memberships, and/or products including if it:

2.1.1. Promotes sexually explicit materials

2.1.2. Promotes violence

2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age

2.1.4. Promotes illegal activities

2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law

2.1.6. Includes "Merchant" or variations or misspellings thereof in its domain name

2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.

2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.

2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are ICAN Institute, Inc.

2.2. As a member of ICAN Institute, Inc.'s Affiliate Program, you will have access to our Referral Partner Center. Here you will be able to review our Program, Mastermind Membership and product details, brand guidelines for the use of our name and graphics, download our branded graphics and HTML code with tracking links to web pages within the ICAN Institute, Inc.. In order for us to accurately keep track of all guest visits from your site to ours, you must use the code that we provide for each banner, text link, or other affiliate link we provide you with for use.

2.2.1 Permissible Use of ICAN Institute Marks.

2.2.1.1 Affiliate expressly agrees to comply with all the terms herein when using the Licensed Marks and Marketing Materials.

2.2.1.2 Through the Guidelines and otherwise, ICAN Institute, Inc. shall provide specifications and other instructions from time to time as to Affiliate's permissible use of the Licensed Marks in creating Marketing Materials and promoting the ICAN Institute, Inc. service. Affiliate further agrees to comply with all such specifications and instructions.

2.2.1.3 Affiliate shall ensure that all Licensed Marks appearing on its Marketing Materials are in the form approved by ICAN Institute, Inc. in the Guidelines or otherwise, shall not modify any ICAN Institute, Inc. Marks or otherwise substantially modify other Marketing Materials contrary to reasonable instructions provided by ICAN Institute, Inc., and shall further comply with reasonable instructions from ICAN Institute, Inc. as to the form, content and display of Marketing Materials. Upon termination of this Agreement for any reason whatsoever, or upon written request by ICAN Institute, Inc., the license granted herein shall expire and Affiliate shall immediately cease all its activities under this Agreement.

2.3. ICAN Institute, Inc. reserves the right, at any time, to review your placement and approve the use of your Links and require that you change the placement or use to comply with the guidelines provided to you.

2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that it is up-to-date and to notify you of any changes that we feel should enhance your performance.

2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it be a writing, an image, or any other copyrightable work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

3. ICAN Institute, Inc. Rights and Obligations

3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement. We may notify you of any changes to your site that we feel should be made, or to make sure that your links to our web site are appropriate and to notify you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the ICAN Institute, Inc. Affiliate Program.

3.2. ICAN Institute, Inc. reserves the right to terminate this Agreement and your participation in the ICAN Institute, Inc. Affiliate Program immediately and without notice to you should you commit fraud in your use of the ICAN Institute, Inc. Affiliate Program or should you abuse this Program in any way. If such fraud or abuse is detected, ICAN Institute, Inc. shall not be liable to you for any commissions for such fraudulent sales.

3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated hereunder.

4. Termination

Either you or we may end this Agreement at any time, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification

We may modify any of the terms and conditions in this Agreement at any time at our sole discretion. In such event, you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures and ICAN Institute, Inc.'s Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in ICAN Institute, Inc.'s Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Commission and Related Items

6.1 Commissions.

6.1.1 **Responsibilities.** ICAN Institute, Inc. shall collect all fees from referred sales.

6.1.2 **Referral Fees.** Upon a referral becoming a Qualified Sale, ICAN Institute, Inc. shall pay fees in accordance with the Programs, Classes, Memberships and/or products you are permitted to sell and accompanying commission schedule (found in your Referral Partner Center).

6.1.3 **Associated charges.** You shall be responsible for payment of all taxes, duties, governmental charges and other like charges levied on the Referral Fees, and shall indemnify, defend and hold ICAN Institute, Inc. harmless from and against any claims arising out or relating to all charges emanating from ICAN Institute. Inc. payment of Referral Fees.

6.2 Commission Determination

Under the Affiliate Program, you will be paid a Commission Fee for each Qualified Purchase by a Referred Customer that you refer to us under and in accordance with the terms of this Agreement. Each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria"):

6.2.1 Each Referred Customer must make a Qualified Purchase, and provide a valid payment for the purchased ICAN Institute, Inc.'s Products or Services. To generate a Commission Fee for you, each Referred Customer must be an active, qualified customer of ICAN Institute, Inc. and must be up-to-date in all payments at the time the Commission Fees are processed and not have been subject to a refund, credit, cancellation, suspension or chargeback.

6.2.2 Each Referred Customer must sign up in a manner, which in our sole judgment, definitively establishes that the Referred Customer was referred directly from you to us under this Agreement.

6.2.3 We reserve the right to withhold commissions that are potentially fraudulent as determined by ICAN Institute, Inc., in its sole discretion, to determine the legitimacy and cancellation rates of Referred Customers.

6.2.4 We reserve the right to suspend payment of Commission Fees at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or a Referred Customer(s).

6.2.5 We reserve the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, questionable, and cancelled ICAN Institute purchases.

6.3 Commission Fee Accrual and Payments

Subject to the terms of this Agreement, we will pay a Commission Fee equal to the specified percentage or dollar amount set forth in the Commissionable Products listed in Referral Partner Center on a Qualified Purchase by a Referred Customer which occurs during the month for which such Commission Fee is being calculated.

Your *initial* (1st) commission fee check is subject to a 30-day wait period prior to payment. Commission fees will accrue during this time. Commission fees are processed 10 days after the end of the month in which they accrued as set forth below.

Commissions will accrue and only become payable once (i) the initial 30-day wait period has concluded and you (ii) provide all relevant tax and address documentation and (ii) reach a commission level of \$50 (the "Commission Threshold").

See full commission rates on the next page.

The current commission schedule, effective as of January 20, 2017, is as follows:

All Deb Erickson ICAN Membership Subscriptions: Payment in full for Annual Membership Plan or recurring revenue as monthly payments are received from customers on Month-to-Month Plan.	20%
All Live Classes including: Core Curriculum Classes, Mini-Classes such as Deb’s Business Boosters, and Premier Leadership Programs (ICAN Coach & ICAN Lead): Payment in full if customers choose to pay in full or recurring revenue as monthly payments are received from customers on a payment plan.	10%
Live in-person ticketed events: Payment in full on the price of the ticket if customers choose to pay in full or recurring revenue as monthly payments are received from customers who chose a payment plan.	10%

6.4 Payment Forms and Taxes

6.4.1 Payment Form: Commission Fees shall be paid based on the current information in your Referral Partner Center profile. Please notify us promptly of any change in your address by updating your profile information in the Affiliate console. You are responsible for informing us of your desired Payment form/type:

- You will receive your Commission Fees in the form of direct deposit, in U.S. currency, to the bank of your choice.
- When available, you may choose to receive Commission Fees in the form of a PayPal payment. We are not responsible for any third-party fees charged by PayPal, bank or other financial institute used to receive Affiliate Commission Fees.

6.4.2 Taxes: It is your responsibility to provide us with accurate tax and payment information that is necessary to issue a Commission Fee to You. If we do not receive the necessary tax or payment information within 90 days of a Qualified Purchase which would otherwise trigger Commission Fees, the applicable commissions shall not accrue and no Commission Fees will be owed with respect to such Qualified Purchase.

6.4.2.1 Each Affiliate is required to provide EIN/SSN and submit a W8/W9 tax form within 7 days after signing this agreement. Forms may be obtained by request: affiliates at icaninstitute.com

6.4.2.2 You are responsible for the payment of all taxes related to the commissions you receive under this Agreement. In compliance with U.S. tax laws, we will issue a Form 1099 to Affiliates whose earnings meet or exceed the applicable threshold

6.4.3 Disputes: Affiliate has access to our real-time Referral Partner Center statistics and activity and specifically agrees to file any tracking or commission disputes as well as any other disputes and discrepancies within 45 days after the end of the month in which the sale or event that is disputed occurred. Disputes filed after 45 days of the date on which the Qualified Purchase occurred will not be accepted by us and Affiliate forfeits forever any rights to a potential claim.

6.5 Reports of Qualified Purchases

You may log into your Referral Partner Center to review your click through and potential Qualified Purchases statistics. The potential Qualified Purchases shown may not meet all criteria for Qualified Purchases and are subject to adjustments set for in Section 6.2. As such, Commission Fees may not be issued on all Referred Customers that appear in the Referral Partner Center.

7. Access to Referral Partner Center (Affiliate Account Interface)

You will receive login information so that you may enter our secure Referral Partner account interface. From the center, you will be able review information about your account.

8. Promotion Restrictions

8.1. You are free to promote your own web sites, but naturally any promotion that mentions ICAN Institute, Inc. could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by ICAN Institute, Inc. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You may use mailings to customers to promote ICAN Institute, Inc. so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote ICAN Institute, Inc. so long as the news group specifically welcomes commercial messages. At all times, you must clearly represent yourself and your web sites as independent from ICAN Institute, Inc. If it comes to our attention that you are spamming, we will consider

that cause for immediate termination of this Agreement and your participation in the ICAN Institute, Inc. Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation.

8.2. Affiliates that among other keywords or exclusively bid in their Pay-Per-Click campaigns on keywords such as ICAN Institute, Inc., www.ICAN Institute.com, Deb Erickson, ICAN-, and/or any misspellings or similar alterations of these – be it separately or in combination with other keywords – and do not direct the traffic from such campaigns to their own website prior to re-directing it to ours, will be considered trademark violators, and will be banned from Merchant’s Affiliate Program. We will do everything possible to contact the affiliate prior to the ban. However, we reserve the right to expel any trademark violator from our affiliate program without prior notice, and on the first occurrence of such PPC bidding behavior.

8.3. Affiliates are not prohibited from keying in prospect’s information into the lead form as long as the prospects’ information is real and true, and these are valid leads (i.e. sincerely interested in Merchant’s service).

8.4. Affiliate shall not transmit any so-called “interstitials,” “Parasiteware™,” “Parasitic Marketing,” “Shopping Assistance Application,” “Toolbar Installations and/or Add-ons,” “Shopping Wallets” or “deceptive pop-ups and/or pop-unders” to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited Merchant’s site (i.e., no page from our site or any ICAN Institute, Inc.’s content or branding is visible on the end-user’s screen). As used herein a. “Parasiteware™” and “Parasitic Marketing” shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in IFrames, hidden links and automatic pop ups that open ICAN Institute, Inc.’s site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

9. Grant of Licenses

9.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our web site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you in the Referral Partner Center or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of ICAN Institute, Inc.'s Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of ICAN Institute, Inc. and the good will associated therewith will inure to the sole benefit of ICAN Institute, Inc.

9.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

10. Disclaimer

ICAN INSTITUTE, INC. MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING ICAN INSTITUTE, INC. SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF ICAN INSTITUTE, INC. ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

11. Representations and Warranties

You represent and warrant that:

11.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

11.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party;

11.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

12. Limitations of Liability

WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL ICAN INSTITUTE, INC.'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

13. Indemnification

You hereby agree to indemnify and hold harmless ICAN Institute, Inc., and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

14. Confidentiality

All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

15. Miscellaneous

15.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and ICAN Institute, Inc. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or any other of media that reasonably would contradict anything in this Section.

15.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party.

15.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico without regard to the conflicts of laws and principles thereof.

15.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties.

15.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written.

15.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

15.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

I INDICATE MY APPROVAL OF THIS AGREEMENT AND DESIRE TO BECOME AN AFFILIATE UNDER THESE TERMS AND CONDITIONS BY COMPLETING AND SUBMITTING THE AFFILIATE PROGRAM SIGNUP FORM, BY REFERRING CUSTOMERS WHICH RESULT IN QUALIFIED PURCHASES TO US UNDER OUR AFFILIATE PROGRAM AND/OR BY COLLECTING AND COMMISSION FEES FROM US.