

Public Speakers Association
Member Agreement: Terms and Conditions
Independent Representative

1. RECITALS: The Recitals are hereby made an integral part of this Agreement

A. Public Speakers Association or PSA is an international networking group, online advertisement, business training and membership organization with online presence and in some areas in person group participation.

B. Public Speakers Association and Public Speakers Association Member may have in the past entered and may in the future from time to time enter into, Other Organizations and Incorporations connected to Tonya and Michael Hofmann with approved agreements for various positions. This agreement replaces all agreements and Terms and Conditions of such previous entities. These terms and conditions may be updated from time to time at the discretion of the Public Speakers Association and any changes in the terms and conditions will be immediately emailed to the Public Speakers Association Member.

C. The purpose of this Agreement is: (i) to supersede and replace all prior and existing agreements between the parties; or (ii) to create a brand-new agreement with the Public Speakers Association Member that will stand with all agreed upon Terms and Conditions.

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree upon the following:

2. TERM: The Term of this Agreement shall be indefinite, commencing on date signed, and not ending unless terminated by either party at any time giving thirty (30) days prior written notice to the other party for the Members Program only. Membership is for an entire year from the first date signed. The PSA Member may cancel at any time prior to Midnight of the third day after the date of the application, tenth day for Canada or whatever the cooling off period is for the Member's State or Country. I understand this agreement is for no less than one full year; however, the membership will continue until the Member notifies the Public Speakers Association of cancellation. A \$150 charge for Featured Speaker Membership Level will be applied if Member wishes to cancel the yearly membership before the renewal date. All amounts are charged and any commissions owed will be in US Dollars.

3. DESCRIPTION OF SERVICES: Public Speakers Association offers but is not limited to the following services:

- a) The PSA Member may also attend the yearly Public Speakers Conference for a discounted "member" rate.
- b) There is an initial Member Fee \$500 and \$25.00 each month for the Featured Speaker Level or a full year payment which saves 1 monthly payment.
- c) The Public Speakers Association Member receives benefits that are outlined in the benefits chart on page: <http://publicspeakersassociation.com/membership-info> which will be updated as soon as any changes take effect and Member will be notified immediately by email.
- d) Public Speakers Association Member shall participate in team meetings on conference calls with other Members retained by Public Speakers Association as scheduled by Public Speakers Association as often as possible to stay abreast of all new information.
- e) The Public Speakers Association Member shall follow Public Speakers Association's Program and Code of Ethics in order to better sell, promote and support the PSA model outlined in training modules.
- f) The Public Speakers Association Member shall remain informed on the PSA System by attending orientations and seminars as determined in consultation with PSA on webinar or teleconference calls.
- g) Public Speakers Association Member shall try to attend the PSA conference when scheduled by PSA. The Public Speakers Association Member is responsible for all cost(s) of transportation to and from the event, meals, accommodations and incidentals.
- h) Public Speakers Association Member understands they must follow all PSA Terms and Conditions written in this Independent Contracted Representative Agreement.

4. COMPENSATION: PSA shall compensate Public Speakers Association Member for the services described in this Agreement as follows:

PERSONAL COMMISSIONS: A Public Speakers Association Member can earn commissions from their Personal Sales. All membership and Member level membership sales are in US dollars.

a. **PERSONAL Sales-**

- A. The Public Speakers Association Member will **receive \$100.00 1-time payment per Featured Speaker level membership** whenever the entering new Member pays the appropriate fee. No commissions are granted on monthly amounts. If a discount is given to the incoming new

member, then the Member will receive % of whatever the initial amount is charged to the new Member.

- B. All programs are a year commitment for specific PSA membership(s) sold by Public Speakers Association Member plus receive any applicable incentive or bonus program achieved. In the case a member cancels their membership or where no payments are made in case of winning a membership or gifting that individual with a membership then due to no fees being collected, no commissions are due. All commissions are calculated on actual money received by PSA.
- C. Personal sales are those where the new member writes on the “**Who Referred You/Sponsored You**” location the specific PSA Member’s name they wish to sponsor them and then and only then will the person’s name that is written be granted the commissions for that sale
- D. All commissions are given in US funds.

b. SPONSORSHIP Sales- Sponsorship packages are available to companies who wish to promote and market their company nationally to all PSA groups. The Public Speakers Association Member will receive **25%** of the Sponsorship sale if at any point the Public Speakers Association Member helps in the introduction, conversation and conclusion of the sales process to the Home Office Division of the Sponsorship Department of the Public Speakers Association. If no involvement in the sales process by the Public Speakers Association Member, then the Public Speakers Association Member will receive 10% of the sale.

e. Partnering Director Status- Once a Member recruits 10 members into the Public Speakers Association then the Member will receive:

1. A new title of Partnering Director
2. Bonus on ALL Personal Sales: \$10.00 per Featured Speaker level membership initial sign up.
3. 2 (two) rotating banner ads in the PSA banner area. Banner ad must be provided by the Partnering Member with a link to the exact page in which the person interested in the product/service can find out more information and the ability to buy that particular item/service(s) offered.
4. Other special offers and incentives may be offered as well.
5. Special recognition on the website and at the PSA conference.
6. A Monthly Blog or Video Post on the Home Page of PSA! Blogs and Videos must be provided all at once to be scheduled out throughout the calendar year ending in December. January will start a new year of promotion.

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

6. EFFECT OF TERMINATION: Immediately upon termination, the terminated Public Speakers Association Member:

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

7. MONTHLY PAY: PSA believes in compensating sales. A Monthly compensation period begins at 12:01 AM (Central Time) on the 1st day of the month and runs through the last day of the month at Midnight. Any amount owed to the Public Speakers Association Member that is under \$50 for that pay period will be paid out on the next payment date and/or once

the total amount owed is over \$50. All commissions will be paid on the 1st of the month or immediately after a holiday or weekend period.

8. GENERAL PAYMENT AND CHARGE BACK POLICIES: PSA will attempt to contact the Public Speakers Association Member either by telephone, e-mail or regular mail to obtain another payment from active members and partners regarding PSA Membership, Members Program, Membership Monthly Payments, or Public Speakers Association Events/Products/Services payment if for some reason the submitted information or payment is not correct, has changed, has expired or was declined. If these attempts are unsuccessful after 15 days, the membership or partnership program will go into default and be terminated. Commissions will cease when payment is discontinued and Public Speakers Association Member will be notified on the next billing cycle. It is the responsibility of each Public Speakers Association Member and Client to ensure there are sufficient funds or credit available in his or her account to cover the cost and fees attached to the PSA Program(s) and All Products/ Services/ Memberships of PSA. PSA will not be responsible for any insufficient charges incurred by the Public Speakers Association Member's or Member's financial institution as a result of their insufficient funds. All forms must be filled out completely before submitting so that all areas are filled in and everything is correct on all retail forms and PSA membership forms. All information on the form is used by PSA. If a refund is granted to a member/partner/sponsor, the commissions for that sale(s) will be collected or credited back from the appropriate Public Speakers Association Member who received the commission originally. All Memberships are for a year term; however, special circumstances do occur and PSA Home Office may decide to let that person/business out of their contract early. At that time, the monthly commissions will discontinue to the appropriate Public Speakers Association Member if applicable.

9. CHECKS: Checks, Money Orders or Cashier Checks are not accepted unless paying in full. Process of the commission(s) will not take place until the check has cleared. Canadian checks have an additional \$75 bank fee attached to it.

10. RESTRICTION OF THIRD-PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNTS: Public Speakers Association Members will not permit other Public Speakers Association Members or Clients to use their personal credit card or permit debits to their checking accounts, either to enroll or make purchases from the Company. In the event this occurs, PSA will not be responsible for any charges incurred by the actual credit card or checking account holder

11. SALES TAXES- PSA does not collect sales tax for the memberships, Member Programs, coaching programs, websites or other activities that are purchased. PSA will be in accordance to local, state and federal laws on Sales Taxes in each area we launch. If Sales Tax must be collected due to law changes or due to a new area or product/service that requires it, the Public Speakers Association Members will be notified.

12. NO GUARANTEES: PSA does not guarantee any outcome or promise any effectiveness of any of its Members or Public Speakers Association Members in regards to their business success, membership, networking, referral marketing, development, coaching or training, websites, tools or any PSA participation. This is an interactive marketing program and the more someone participates in all areas the more they will usually benefit but again there is no guarantee. No Refunds are given after three (3) days from the contract date for all sales, ten (10) days for Canada or the appropriate days for the law for the state or country that you reside in.

13. AMENDMENTS: PSA reserves the right to amend the terms and conditions of this policy and procedures and the Marketing and Compensation Plan at any time, as deemed necessary without prior notice and, Public Speakers Association Members agrees to abide by any and all changes throughout their active term as Public Speakers Association Members or submit their resignation within ten (10) days of publication. We will notify all active Public Speakers Association Members of any and all amendments to the policy and procedures through PSA official means of communication, including but limited to, Public Speakers Association Members emails and postings on the Public Speakers Association Members' Official Websites. All amendments are binding upon distribution to the Public Speakers Association Member's website and / or released from PSA to the public.

14. ETHICS: Public Speakers Association Members will be honest and clear about the product and services that will be offered at all times. Do not make any guarantees or exaggerated promises or advertisements about PSA memberships, products and services. You are asked to be professional at all times and treat all people with respect. Do not discount anyone's business as unprofessional or not warrant for the PSA membership. A Public Speakers Association Member does not have the right to decide whose business deserves membership as long as it is a legal establishment and has a DBA or other legal business document given by the government. A Public Speakers Association Member will give correct income potential for the PSA Member's Program or improvement in their speaking business without any exaggerations. A Public Speakers Association Member understands that any misrepresentation of the PSA Member Program can lead to termination of Public Speakers Association Member's active status. All Public Speakers Association Members will conduct their business and themselves in a legal and professional manner. There are no guarantees of results from any products or services provided by PSA. All new Public Speakers Association Members must be approved by PSA

corporate offices and PSA has the right to not approve an application for the Public Speakers Association Member position or as a client for any of their products and services. Public Speakers Association Members cannot practice deceptive behavior such as Bait and Switch presentations. All leaders must be upfront on the reason for attending a presentation or meeting.

15. EXPENSES: All necessary operating expenses incurred by the Public Speakers Association Member shall be the responsibility of the Public Speakers Association Member, and PSA shall have no obligation to reimburse any such expenses. The Public Speakers Association Member shall be solely responsible for providing any and all equipment, tools, materials supplies and other items required to conduct its duties as a Public Speakers Association Member.

16. Audio/Visual: Public Speakers Association Members may not produce or reproduce for sale or personal use products sold by PSA or any PSA-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of PSA meetings and conferences is strictly prohibited. All Audio, Video, Graphics, Photography submitted to the Public Speakers Association to use on the PSA website must be legally obtained and all copyright laws abided by. The Public Speakers Association may also utilize at its discretion for promotional, marketing or sales purposes any video, audio, photograph or graphic that is produced by PSA, produced by PSA Member or given to the Public Speakers Association by the PSA Member.

18. REPACKAGING PROHIBITED: Public Speakers Association Members may not repackage products or materials of PSA and/or any PSA partnering organization, mentor, member or expert.

19. INDEMNIFICATION: A Public Speakers Association Member is fully responsible for all of his or her verbal and written statements made regarding PSA products and services, memberships, the PSA marketing and compensation program which are not expressly contained in current, official PSA materials. Public Speakers Association Members agree to indemnify PSA and hold it harmless from any and all liabilities including judgments, civil penalties, attorney fees, court costs or lost business incurred by PSA as a result of the Public Speakers Association Member's unauthorized representations.

20. ERRORS OR QUESTIONS: In the event a Public Speakers Association Member has a question about or believes an error has been made regarding commissions, bonuses, or charges, the Public Speakers Association Member must notify PSA within thirty (30) days of the date of the purported error or incident in question. PSA will not be responsible for any errors, omissions or problems after the thirty (30) days. All Concerns, Questions or Disagreements must be handled by the Public Speakers Association Home Office.

21. HOLDING APPLICATIONS: All PSA Retail Memberships and/or product/services forms must be sent to PSA Home Office within one (1) business day from the executed date.

22. INCOME TAXES: U.S. Members: Each January, Public Speakers Association issues Tax Form 1099 for the previous year. A 1099 will be issued for each non-employee who has earned commission checks, incentives, prizes, etc., of \$600 or more. Commission and other earnings must be claimed as income in your tax filings each year.

Canadian Members: By the end of February, Public Speakers Association will send a T4A form for the previous year. As stated by the Canadian Department of Revenue, T4A forms will be sent to any Member who earns \$500 and above. A Public Speakers Association Member is responsible for paying Local, State and Federal taxes on income generated as a Public Speakers Association Member.

23. REFUND POLICY: Federal Law grants the Public Speakers Association Member and retail PSA customers/members the right to have three days from the signing date to receive a full refund and cancellation of the agreement (five days for Alaska residents, fifteen days for Montana residents), ten (10) days for Canada or the appropriate days for the law for the state or country that the purchaser resides in. In the case of a cancellation, the Public Speakers Association Member who made the sale and everyone who benefited from that sale will receive a deduction from their commissions if commissions were paid.

24. RETAIL PRICING: PSA provides a suggested retail price as a guideline.

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

26. LIABILITY: To the extent permitted by law, PSA shall not be liable for, and each Public Speakers Association Member releases PSA from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by Public Speakers Association Member as a result of (a) the breach by Public Speakers Association Member of the Agreement and/or the Terms and Conditions and/or the Terms and Conditions; (b) the operation of Public Speakers Association Member's business; (c) any incorrect or wrong data or information provided by Public Speakers Association Member; or (d) the failure to provide any information or data necessary for PSA to operate its

business, including, without limitation, the enrollment and acceptance of Public Speakers Association Member into the Compensation Plan or the payment of commissions and bonuses.

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

28. NON-COMPETE: During the term and any extensions or renewals of this Agreement, and for a period of two years following the termination of this Agreement and any extensions or renewals of this Agreement, the Public Speakers Association Member will not directly or indirectly, alone or with others, in any capacity whatsoever, engage in any business activities or operations that are competitive with the Public Speakers Association within the United States of America, Canada, the United Kingdom or any other country where the Public Speakers Association has a presence in directly or indirectly engaging in any competitive business (**A Group designed as a Networking Group for Speakers**) shall include, but is not limited to: (a) Engaging in a business as owner, partner, officer, Member, governor, representative or agent; (b) Becoming an employee or independent contractor of any third party that is engaged in such business; (c) Becoming interested in, affiliated with or assisting in any capacity directly or indirectly in any such business; or (d) Soliciting any member of PSA, or soliciting, hiring, employing or retaining any Public Speakers Association Member or other independent contractor or employee of PSA, for the benefit of a third party that is engaged in such business or otherwise. Public Speakers Association Members are not allowed to transform a PSA Chapter Group into another entity, reclassify it as a different group or disband without the written approval of the PSA Home Office. Written information must accompany the suggested change.

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

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

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

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

32. GOVERNING LAW, JURISDICTION AND VENUE: Jurisdiction and venue of any matter not subject to arbitration shall reside in Williamson County, Texas. The law of the State of Texas shall govern all disputes arising from the PSA Member Program Agreement. Any communication, notice or demand of any kind whatsoever which either the PSA or Public Speakers Association Member may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, Email or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested). Any such communication, notice or demand shall

be deemed to have been given or served on the date of confirmed dispatch, if by electronic communication, or on the date shown on the return receipt or by other evidence if delivery is by mail.