

**Important:** This document is a contract that contains important and legally binding terms regarding your relationship with MindMeld Learning, a division of MindMeld Studios, LLC. Read this contract carefully before signing. If you have any questions about the meaning of the agreement, you should consult your personal lawyer.

This Producer/Agency Agreement (hereinafter, the “Agreement”) is made between MindMeld Studios, LLC (hereinafter the “Company”) and the Producer/Agency named on the signature page (hereinafter “you,” “your” or “yours”).

For good and valuable consideration, each to the other, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

**Section 1. Independent Contractor:** At all times you shall be deemed an independent contractor and nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee between you and the Company.

**Section 2. Appointment:** The nature of your appointment (wholesale or retail producer) is as further defined and described in Exhibit 1, attached hereto/ incorporated by reference, and as may be amended from time to time at the discretion of the Company.

**Section 3: Communication via Internet:** You acknowledge that the Company may communicate with you by email, or by posting and updating commission, contract and licensing schedules, policies and procedures, and other information on a secure access producer web-site, and that such information will ordinarily not be mailed or provided to you by any other means. You acknowledge that you are responsible for reviewing your email and the web-site on a regular basis to stay current with all information posted thereon.

**Section 4. Sale of the Company’s Products:** The Company authorizes you to solicit applications for business training and compliance products that the Company may quote or sell. You agree to each of the following:

**A. Application:** You shall complete an application for each product issued by the Company on the Company’s application form.

**B. Premium:** The Company will invoice the customer directly after You have placed a complete order, The company will be responsible for collecting payment from the customer. The Company will send a reminders to the customer directly by email or phone. The Company will contact You if the customer does not respond to the reminder notifications. No commission will be earned until payment is collected.

**D. Non-Cancelable, Non-Returnable:** Products sold under this agreement are considered as non-cancelable and or, non-returnable.

**Section 5. Compensation:** The Company will pay You the agency an agreed commission for the sale of the Company products. The commission or other compensation set forth in the current and applicable Compensation Schedule(s), subject to the terms of this Agreement.

**Section 6. Amendment of Agreement:** You may not change or amend any term of this Agreement without the Company’s written approval. The Company may amend or change any term of this Agreement, at any time, upon written notice to you, via e-mail or otherwise or via its secure access web-site.

**Section 7. Termination:** This Agreement may be terminated by either party upon 30 days written notice to the other, sent by U.S. mail, or by courier with proof of delivery, to the last known address of the other. In addition, the Company may immediately terminate this Agreement for cause. As used herein, “cause” shall mean that the Company has made a good faith determination, which determination may be in the absence of any judicial or other independent finding of fact, that you breached this Agreement or any portion thereof.

In the event this Agreement is terminated for cause, you forfeit the right to all first year and renewal commissions and authorize the Company to withhold its payment of any other commission or compensation to you pending the completion of the Company’s review of the facts and circumstances and subject to your obligation to repay any debt hereunder. In the event this Agreement is terminated for any reason, no new business will be submitted by or accepted from you after the date on which you were notified of termination; however, any business quoted and presented to a client or submitted and pending underwriting at the time of notice will be honored if accepted.

**Section 8. Marketing:** The Company will provide marketing PDF and HTML materials for email and mail campaigns that you can perform at your own expense. You will provide to the Company: (1) Company email address and phone number (2) Company logo.

**Section 9. Indemnity:** Company shall indemnify, defend, and hold harmless You University and employees, and agents and their respective successors, heirs and assigns (the “Indemnitees”), against any liability, damage, loss, or expense (including reasonable attorneys’ fees and expenses of litigation) incurred by or imposed upon any of the Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether the action has any factual basis) concerning any product, process, or service that is made, used, or sold pursuant to any right or license granted under this Agreement. However, indemnification does not apply to any liability, damage, loss, or expense to the extent directly attributable to the gross negligence or intentional misconduct of the Indemnitees.

I agree to and accept the terms of this Agency Agreement as evidenced by my signature below:

\_\_\_\_\_ Agency Name also refereed as You, Your or Yours

\_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date

\_\_\_\_\_ Print Name

Agency Agreement Approval	<b>Company Use Only</b>
___/___/___ Date Approved	
Approved by _____	
NOTE: _____	
_____	

**EXHIBIT 1**

All appointments include a production requirement to remain in good standing with the Company. During the appointment process the Company will set both the premium requirements and the commission schedule. All appointments are subject to review on a quarterly basis to ensure production requirements are being met and bind ratios are at an acceptable level.

Indicate the type of appointment requested below (you may check both):

\_\_\_\_\_ Wholesale

\_\_\_\_\_ Retail

**Compensation Schedule:**

As compensation for the services rendered pursuant to this Agreement, you shall receive a sales commission (The "Commissions") equal to \_\_\_\_\_ % of the net revenues arising from sales of the companies products where such products were sold or otherwise generated during the Initial Term and any Renewal Term. You shall have no rights or obligations with respect to sales of services where the order or contract for such sales occurred prior to the Commencement Date or occurred after the due expiration or termination of this Agreement.

The Company will pay You its Commissions in the following manner: Commissions shall be deemed earned upon execution of any agreement or the placement of the underlying purchase order, subject to collection of the sale revenues arising from such sales.

Commission Amount	Start Date	End Date
%		
%		

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>																					
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*