

Referral & Affiliate Program

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Confidentiality

Interplicity requests that this document and the information it contains be treated as confidential between the recipient and Interplicity, LLC. We request that this information be shared only with employees or advisors of the recipient's organization that are directly involved with decision making or implementation related to this document's subject matter.

Thank you!

Program Details

Welcome!

Thanks for your interest in the **InnerProfessional Referral & Affiliate Sales Program**. This document shows you how to earn commissions from selling and/or assisting sales of online training programs listed at <u>InnerProfessional.com</u>.

Your participation in this program is conditional upon your agreement to the terms specified here, in addition to other Interplicity, LLC terms, policies and/or procedures provided in writing for Affiliates and/or Customers.

Definitions

Here are some definitions specific to this program:

Interplicity, LLC is the parent company to the InnerProfessional catalog of leadership and professional development products and services, as well as the company offering this InnerProfessional Referral & Affiliate Sales Program.

Marketing is the term we use to encompass the broadcasting of information, messaging to prospects, influencing awareness & preference, and enticing potential customers to consider purchasing.

When we speak of **Sales**, we're referring to qualifying and matching customer needs to specific products and persuading customers to purchase.

A **Qualified Buyer** is one who has an interest in, plus the means and authority to purchase InnerProfessional training programs. Our primary targets are organizational leaders and learning & development program buyers, but we will accept direct online purchases from individuals and small groups as well.

A **Lead** is a contact that you believe could become a prospective buyer. Sending lead information (without an introduction) to Interplicity is appreciated, but this action alone does not earn commissions. However, if you do send lead information that culminates in a sale, Interplicity, under no obligation and at its sole discretion, may consider some expression of gratitude or favor to offer in return for such contact information.

A **Referral** is a "warm" introduction made by you, by directly introducing a prospective buyer to your designated Interplicity contact. If that introduction culminates in a sale, you will earn a Referral Commission if the sale closes within a reasonable time frame.

An **Affiliate Sale** is a sale made by you, via your own marketing communications and/or your personal sales efforts. Support from Interplicity will include answering your questions or providing you with access to web links or marketing collateral published by Interplicity or an Interplicity partner. Interplicity will join you in directly communicating with and providing support to a group sale customer once a formal quote is requested by you on behalf of the customer.

• Affiliate commissions require affiliates to take responsibility for both marketing and sales within their own target contact & prospect lists.

- For digital affiliate sales, if you utilize the specific and unique InnerProfessional internet tracking mechanisms (that will be provided to you) in your marketing communications or on your web site, the sales resulting via those links will be accredited to you for commissions.
- For direct-personal affiliate sales, you will engage the prospect up to the point that you request a quote and hand over a qualified and motivated buyer for Interplicity to execute the quote/contract/invoice/payment process. You may continue to manage the contact relationship, plus collaborate with Interplicity toward delivering a positive customer experience, through and beyond the Order Item Delivery Dates.

A **Customer Order** is a document, accepted by Interplicity, that expresses the customer's authorization to purchase Interplicity products or services with specific pricing and terms. For digital sales, a Customer Order can simply be an ecommerce transaction using an Interplicity-provided online process. For direct-personal sales, a Customer Order may take one of three forms, listed below. Interplicity, at its sole discretion, may reject any other form of order submission.

- 1. The customer's authorized electronic acceptance of a formal quote or estimate offered from Interplicity, or
- 2. A written purchase agreement negotiated and signed between the customer and Interplicity, or
- 3. An authorized purchase order provided to Interplicity by the customer and accepted by Interplicity.

An **Invoice** is a document representing a billing transaction, as specified by a Customer Order. An Invoice may contain a subset or all of the purchase items listed in a Customer Order.

An **Order Line Item** is any product or service line item listed on an Invoice. For example, an Order Line Item might specify the purchase of a specific cohort or session date of a training program, including the number of participants.

The **Invoice Date** is the date upon which Interplicity provides an Invoice to the customer.

The Sale Closing Date is the date upon which Interplicity receives payment for a qualifying Invoice.

The **Order Item Delivery Date** is set at 14 calendar days following the actual delivery start date of any product or program listed as an Order Line Item.

The **Gross Customer Payment** is the payment received by Interplicity for the qualifying Order Line Item, less any customer refunds or non-commissionable fees, such as set-up fees or credit card processing fees.

Referral Commissions

The following terms apply when an introduced Referral results in the sale of an InnerProfessional online program and/or select Interplicity consulting agency services, such as "work-for-hire" consulting or development projects.

Interplicity will pay the following percentages of the Gross Customer Payment received by Interplicity for qualifying Referrals, when the receipt of the Gross Customer Payment falls within the following time frames, starting from the time of a documented Referral introduction through the Sale Closing Date:

- 5% for Sale Closing Dates within 0 6 months of Referral introduction
- 3% for Sale Closing Dates within 6 12 months of Referral introduction
- 1.5% for Sale Closing Dates within 12 18 months of Referral introduction
- 0% for Sale Closing Dates beyond 18 months of Referral introduction

To qualify, a Referral must be a prospective organization, department and buyer(s) that:

- 1. Interplicity or another affiliate is not already engaged with;
- 2. Is directly introduced by you to your designated Interplicity contact;
 - The introduction must include one or more direct messages and/or live conversations between you, the prospective buyer contact(s) and your designated Interplicity contact. You must also provide the buyer contact information and whatever relevant background information you have about them to Interplicity.
- 3. Conducts a transaction culminating in a Sale Closing Date and an Order Item Delivery Date.

Affiliate Sales Commissions

The following terms apply to Affiliate Sales completed by you. Affiliate commissions apply only to sales of InnerProfessional online programs listed at InnerProfessional.com, unless otherwise pre-authorized in writing by Interplicity prior to any communications on Interplicity's behalf with the customer.

Interplicity will pay **30%** of the Gross Customer Payment received by Interplicity for qualifying products listed on Customer Orders closed by you.

You will qualify for an Affiliate Sales Commission if the following conditions are met:

- 1. Interplicity or another affiliate is not already working with the same company, department(s) and buyer(s), and...
- 2. You persuade a buyer to purchase InnerProfessional products to the point of either:
 - a. The customer makes an online purchase that is trackable to you, or...
 - b. You request, on behalf of the buyer, a quote or contract proposal from your designated Interplicity contact that culminates in a Sale Closing Date within one year of that quote or proposal date.

In 2b above, you will contact Interplicity on the buyer's behalf and request a quote or proposal. You must provide the company, department(s) and buyer(s) contact information to Interplicity. Interplicity will manage the quoting or proposal process, and Interplicity will handle the contracting, invoicing, payment collection, product delivery and technical support with the client.

Affiliate Sales credit is associated with the company, department and buyer(s) that you have brought to Interplicity for a purchase transaction. The Affiliate Sales Commission applies to the qualifying InnerProfessional products listed on the Customer Order. The Affiliate Sales Commission also extends to the same products, listed on the initial Customer Order, that are re-ordered by that company, department and buyer(s) within one year of the Customer Order acceptance date.

Each time you persuade a company, department and buyer(s) to request quotes for re-orders and/or purchases of additional products not included in a previous order, your Affiliate Sales credit will be associated with those quoted products for one year from those associated Customer Order acceptance dates.

Outside of the above conditions, if subsequent orders by the company, department and buyer(s) come straight to Interplicity and are not initiated by you requesting a quote on the buyers behalf, no Affiliate Sales credit will be granted. To continue qualifying for Affiliate Sales credit, you will need to stay in the loop with the client and act as an ongoing sales affiliate, requesting quotes on the client's behalf, through the duration of the client relationship.

Non-Commissionable Items

Order Line Items that do not qualify for commissions include setup fees and credit card processing fees.

Additionally, any Order Line Items for work-for-hire consulting, development projects or online program customization requested of Interplicity are excluded from Affiliate Sales Commissions. However, in some cases, work-for-hire items may qualify for Referral Commissions. Please reach out to your Interplicity contact for more information about referral compensation for consulting or custom work prior to any estimates or quotes being provided to the prospective customer.

While Interplicity appreciates introductions to all types of business relationships, no commissions will be paid for introductions to additional affiliates, prospective course developers, training subject matter experts, consultants, service providers or prospective marketing or media relationships. Licensing arrangements, business partnerships or joint ventures are also non-commissionable. Interplicity, under no obligation and at its sole discretion, may consider some expression of gratitude or favor to offer in return for such introductions.

Digital (Online) Affiliate Order Tracking Mechanisms

Internet technology allows Interplicity to track purchase transactions that are entered online and uniquely attribute them to your specific marketing communications or web site postings. The online registration system is set up to accept single orders for up to **24** participants, billed to a credit card.

Interplicity uses three methods to track online orders and attribute them to you as an affiliate.

1. Tracking Links & Cookies

- 1.1. You will be provided with a set of affiliate tracking links that are uniquely associated with you. Using these unique links in your marketing communications allows Interplicity to track sales transactions to your efforts.
- 1.2. A user who follows your link will receive a browser cookie uniquely associated with your affiliate relationship.
- 1.3. Online sales transactions associated with that unique cookie receive affiliate sales credit.
- 1.4. If, on a subsequent visit, the user visits via a non-tracked URL, the user's action is still traced to the most recently deposited valid cookie.
- 1.5. Cookies expire in 90 days, but they are renewed whenever a tracking link is used again.
- 1.6. The cookie will be replaced if another affiliate's tracking link is used to visit the site. (The most recently used tracking link hit deposits a new cookie.) Continued marketing efforts on your part can help keep your cookies renewed and in a priority position.
- 1.7. All cookie associations can be overridden during registration by the customer entering a name & email in the "referred by" field or by the customer entering a coupon code.

2. "Referred By" Data Entry

2.1. The registration page includes a "referred by" data entry field to collect a name and email address.

- 2.2. Affiliates, at their option, may instruct purchasers to fill out this field. However, this field is more commonly used for marketing promotions sent to end users, such as "referred by a friend," where both the purchaser and the friend will receive a promotional discount.
- 2.3. A valid "referred by" entry will override any tracking link and cookie association. Blank "referred by" fields or untraceable "referred by" entries will have no effect on the tracking link and cookie association.
- 2.4. "Referred by" entries, as well as cookie associations, can be overridden during registration by the customer entering a coupon code.

3. Coupon Codes

- 3.1. Interplicity, at its discretion, will provide you with unique coupon codes to promote sales, most commonly at a discounted price. Interplicity will issue (and an affiliate may request) multiple coupon codes for different purposes (time-based promotions, group purchases, evergreen offers, etc.)
- 3.2. When the customer enters an order using the coupon code, sales credit goes to the affiliate associated with the coupon code.
- 3.3. For re-orders, best practice is to instruct the customer to enter a valid coupon code each time.
- 3.4. If a coupon code is not entered, the affiliated "referred by" entry or cookie will serve as a sales accreditation backup.
- 3.5. Interplicity reserves the final authority over coupon discount levels and expiry dates.
- 3.6. Coupons have the highest priority for affiliate accreditation. Valid coupon codes will override both the "referred by" field and all cookies.

Direct Order Tracking Mechanisms

Interplicity will keep a database of company, department and buyer contacts that you either:

- Refer to Interplicity toward a qualified Customer Order, or
- Bring to Interplicity requesting a quote toward a qualified Customer Order.

Qualified Customer Orders completed with those company, department and buyer contacts will be accredited to you for an affiliate commission.

Financial Reporting

Interplicity will provide commission financial reporting at intervals when Gross Customer Payments received by Interplicity from commissionable sales accumulate to a minimum of \$5,000 in any timeframe since a previously issued financial report. If greater than \$5,000 in receipts is accumulated in any specific month, only one financial report will be issued in that month.

If new qualifying receipts are less than \$5,000 in a calendar quarter, Interplicity will issue financial reports quarterly, at a minimum.

Interplicity operates on a calendar quarter schedule as shown below.

Quarter	Months of Financial Tabulation			Reporting Month
1st Quarter	January	February	March	April
2nd Quarter	April	May	June	July
3rd Quarter	July	August	September	October
4th Quarter	October	November	December	January

Financial reporting will include statements of:

- Gross commissionable revenue, less any customer refunds
- Referral and/or Affiliate Sales commission amounts to be paid

Payment Schedules

Within 30 days after all four of the following conditions are met, Interplicity will issue commission payment on commissionable Order Line Items:

- 1. The Gross Customer Payment associated with the Order Line Item has been received by Interplicity.
- 2. The Order Line Item and Gross Customer Payment has been accredited to the purchase of specific qualifying InnerProfessional program(s) and session date(s).
- 3. The Order Item Delivery Date has been met, with at least 50% of the purchased quantity specified by the Order Line Item delivered, (with a minimum of two weeks having elapsed since the start of delivery).
- 4. The publishing date of a financial report during the designated reporting month.

As commissions will be timed with the financial reporting schedule described above, Interplicity will issue commission payments no more frequently than monthly and, if commissions are due, no less frequently than quarterly.

Marketing Assistance

For the purpose of marketing InnerProfessional courses or Interplicity services, you are welcome to use any marketing content published by Interplicity. This content will appear on the web sites InnerProfessional.com, <a href="InnerProfessi

Always feel free to reach out to your designated Interplicity contact with any customer questions not answered in any published materials. Likewise, feel free to share marketing feedback, suggestions or requests with your designated Interplicity contact. Interplicity strives to continually improve its products, services, marketing approach and customer experience. We respond to feedback and evolve our business practices within the constraints of current business priorities.

Program Policies Updates

Interplicity reserves the right to update the program policies represented in this document from time to time. Policies from the most recent version of this document will prevail over previous versions. The current applicable version of this document will be posted online or otherwise made available to affiliates upon request. Commission and Payment

Schedule policies that were effective at the time of a Sale Closing Date will be honored for that transaction regardless of any policy updates made after the Sale Closing Date.

Program Acceptance

Any of the following actions on your part constitute your agreement to and acceptance of the terms of this **InnerProfessional Referral & Affiliate Sales Program** as described in this document:

- 1. Your acceptance and use of tracking links, "referred by" entries, coupon codes, or
- 2. Your distribution of content provided by Interplicity to customer prospects, or
- 3. Your requesting of price estimates or quote information, or
- 4. Your providing of buyer contact information to Interplicity.

Program Jurisdiction

All participants in this program, as described in this document, submit to the jurisdiction of the courts of the State of California, USA for any dispute arising from this document that may be unresolved through good-faith negotiations between the parties.