

CERTIFIED WEBCENTRE
TRAINER

Market America, Inc.
(Market Australia Corp. PTY Ltd.)

marketaustralia
SHOP•COM™

Market America, Inc. is a global product brokerage and Internet marketing company that specialises in one-to-one marketing. Our mission is to provide a robust business system for entrepreneurs (“UnFranchise Owners” or “UFO”) to sell and distribute products, goods, and services, while providing consumers a better way to shop. Over the years a body of regulatory law covering consumer protection, prevention of misrepresentation, and deceptive or unfair trade practises has been promulgated for direct sales and home based business opportunities. Two areas of law that regulatory agencies are most concerned with are (1) the methods a company uses to attract new entrepreneurs or customers; and (2) the basis on which incentives are awarded.

Since 1979, the FTC and other agencies have been refining their definition and acceptance of legitimate sales and distribution activities and programmes. The following guidelines are strictly adhered to in order to avoid the risk of a government investigation and/or legal problems: (1) UFOs should avoid deceptive income and unsubstantiated product claims; (2) UFO’s compensation should be linked to product sales to customers that do not participate in the compensation programme; (3) UFOs must not be compensated for recruiting other UFOs; and (4) Market America must provide a comprehensive inventory return and buy-back policy. From its inception, Market America’s policies, procedures, rules and regulations within the Management Performance Compensation Plan (MPCP) were designed and implemented to meet or exceed the letter and spirit of these legal guidelines, and ensure its systemic safe guards guarantee adherence and enforcement of these principles of law.

Key elements contained within the MPCP and the Global Meeting, Training, and Seminar System (GMTSS), cultivate and encourage compliance with the laws and guidelines that govern how the UnFranchise Business must be conducted. The MPCP includes a series of acknowledgements and agreements that must be executed and submitted. These agreements state that in order to earn and continue to earn in the MPCP there are initial and ongoing sales activity and training requirements that must be performed and maintained. These sales activities and training requirements are measured and monitored before compensation is awarded.

Due to the number of trainers necessary to support the organisational growth by geographical density and ensure that all UnFranchise Owners who desire to participate in the MPCP are able to meet their training requirements, Market America has created an “open” GMTSS (meaning any UnFranchise Owner may attend a training session anywhere regardless of their line of sponsorship). Market America has enlisted the most qualified UnFranchise Owners in the field to conduct these ongoing, required training sessions. These sessions help enhance sales and distribution skills, as well as support Market America’s organisational growth and expansion strategies.

Trainers within the GMTSS will achieve eminence and distinction within Market America and among UnFranchise Owners. On this path to leadership Market America and its UnFranchise Owners will edify and promote GMTSS trainers, and encourage all UnFranchise Owners to attend GMTSS trainings. Periodically, a Trainer may receive, directly or indirectly, Proprietary and Confidential Information (see provision #20 of IUA&A, Proprietary and Trade Secret Information) that will assist the Trainer fulfill his/her duties in accordance with the MPCP and GMTSS to assist UnFranchise Owners meet their contractual training requirements, as well as, build their businesses. A GMTSS Trainer’s compensation is based on ticket sales to UnFranchise Owners attending their training sessions.

By agreeing to the covenants in the Certified WebCentre Trainer Agreement and assuming the position of a GMTSS Trainer, Trainer acknowledges and accepts that all UnFranchise Owners (attendees and their line of sponsorship) are beneficiaries of the GMTSS and that Market America and the UnFranchise Owners have placed their utmost faith and trust in the Trainer. The Trainer agrees to perform his/her training obligations with loyalty and reasonable care for all attendees, at any given time, and the Trainer accepts that the trust and confidence placed in the Trainer creates a fiduciary relationship. But for this relationship the open GMTSS would be rendered totally ineffective.

Acknowledged and Agreed:

SIGNATURE

PRINTED NAME

DATE

CERTIFIED WEBCENTRE TRAINER AGREEMENT

This **CERTIFIED WEBCENTRE TRAINER AGREEMENT** (the “Agreement”) between **MARKET AMERICA, INC.**, and its affiliates (“Market America”), (including without limitations Market Australia Corp. PTY Ltd., collectively referred to as “Market America”) whose principal office is located at Lot 1, 1 Tucks Road, Seven Hills, NSW 2147 and _____ (“WebCentre Trainer”), an Independent UnFranchise Owner and Certified Executive Coordinator of Market America, residing at _____.

W I T N E S S E T H:

WHEREAS, Market America is a product brokerage and direct sales company identifying new or established product trends, obtaining exclusive or proprietary rights to market those products, and marketing those products through Market America's proprietary Management Performance Compensation Plan (“MPCP”) and a network of Market America Independent UnFranchise Owners (“UnFranchise Owner(s)”); and

WHEREAS, WebCentre Trainer is an independent contractor, UnFranchise Owner, and Certified Executive Coordinator of Market America and is governed by an Independent UnFranchise Owner Application and Agreements and by a Certified Executive Coordinator Agreement, each of which have already been executed by the WebCentre Trainer; and

WHEREAS, the business and MPCP in which Market America is engaged requires specialised training of UnFranchise Owners to become Certified Executive Coordinators, as set forth and defined in the marketing plan, policies and procedures, and literature of Market America; and

WHEREAS, WebCentre Trainer wants to be a Certified WebCentre Trainer and receive certification to conduct WebCentre Certification Training classes for Market America in accordance with Market America policy and the provisions set forth in this Agreement, and to receive the other benefits enjoyed by WebCentre Trainers due to their high profile in Market America’s field network of UnFranchise Owners; such as the opportunity to expand his/her UnFranchise Business and potentially expand his/her ongoing income

THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to and are legally bound as follows:

1. ACKNOWLEDGEMENT OF IUA&A

WebCentre Trainer acknowledges and certifies that he/she has executed one or more Market America Independent UnFranchise Owner Application & Agreements (collectively the “IUA&A”),

that the IUA&A is in full force, and that WebCentre Trainer as an UnFranchise Owner is legally bound by the terms and conditions of the IUA&A and the Career Manual as amended from time to time in the sole discretion of Market America, which form part of the IUA&A. WebCentre Trainer agrees that his/her obligations under this Agreement apply in addition to the requirements of the IUA&A.

2. ACKNOWLEDGEMENT OF ECA

WebCentre Trainer acknowledges and certifies that he/she has executed an Executive Coordinator Agreement (“ECA”), that the ECA is still in force, and that she/he is legally bound by the terms and conditions of the ECA. WebCentre Trainer agrees that his/her obligations under this Agreement apply in addition to the requirements of the ECA.

3. INDEPENDENT CONTRACTOR STATUS AND TAX REPORTING

WebCentre Trainer is an independent contractor of the Market America with the limited right to conduct training classes of a specific scope and nature and to represent himself/herself as a Market America WebCentre Trainer. WebCentre Trainer is not an agent, employee, or legal representative of Market America, and WebCentre Trainer agrees not to represent himself/herself as such. WebCentre Trainer is responsible to report all income derived from training fees collected from UnFranchise Owners to the appropriate English tax authorities, and WebCentre Trainer is responsible for payment of all taxes on income derived from training activities.

4. TERM & TERMINATION

This Agreement is for a period of one (1) years at which time WebCentre Trainer will be required to recertify with Market America. Market America reserves the right to terminate this Agreement, WebCentre Trainer’s status and certification to conduct and charge for trainings at any time at its sole discretion.

5. INITIAL REQUIREMENTS

In order to hold a position of a WebCentre Certified Trainer the individual must:

- a. Must maintain at least Category 1 Speaker status.
- b. Must maintain an e-mail address and notify Market America of any changes.
- c. Must have an active WebCentre.
- d. Must have attended (or conducted) one training within one (1) year prior to Certified WebCentre Training School (Please attach copies of Certificates of Completion to this application). Certified WebCentre Trainer’s provide dates of training conducted or of last Certified WebCentre Training School.
- e. Must pay a fee of AUD\$100/person or AUD\$200/couple for initial qualification/recertification.
- f. Must have personally sold four (4) active WebCentre Products*, within one (1) year prior to Certified WebCentre Training School, a minimum of two (2) products must be new website sales from your own WebCentre. No sales can be to yourself.

**Eligible maWebCentres Products can include: New website sale, Premium Responsive Layout, Design Package, SEO Package, Google Advertising, Social Media Management, Online Reputation Management, Facebook Advertising,*

Managed Monthly Membership, and Content Writing.

- g. Must attend a re-certification course every year.

Requirements must be met at time of application. Applications must be postmarked by the published deadline (usually two weeks before course). Failure to do so can result in suspension or loss of Certified WebCentre Trainer status.

Market America reserves the right to change, modify, or amend the requirements, qualifications, and certification rights for WebCentre Trainer, at its sole discretion. Pursuant to Section 22(b), Market America's failure or delay to enforce any of the requirements, qualifications, and certification rights shall in no way act as a waiver.

6. ONGOING REQUIREMENTS

Market America reserves the right to change, modify, or amend the requirements, qualifications, and certification rights for WebCentre Trainer, at its sole discretion. Pursuant to Section 22(b), Market America's failure or delay to enforce any of the requirements, qualifications, and certification rights shall in no way act as a waiver.

- a. **Policy Enforcement Duties.** WebCentre Trainer has a FIDUCIARY RESPONSIBILITY to Market America under this Agreement to accurately represent and enforce Market America agreements, policies and procedures, rules and regulations, and programmes. If WebCentre Trainer receives any information, whether first hand or through third party reports, regarding possible policy violations, WebCentre Trainer has a duty to promptly investigate and determine the facts involved. Potential policy violations which WebCentre Trainer must investigate include, but are not limited to: (1) cross-group sponsoring; (2) non-solicitation and non-compete policy violations; (3) husband and wife violations; (4) same house hold violations; (5) 270-day rule violations; (6) failure to retail or Form 1000 violations (7) false or fraudulent sponsorship or activation activities; (8) improper earning or product claims; (9) unauthorised duplication of sales aids or other literature; (10) failure to fulfill management responsibilities; (11) unethical activity, including, but not limited to, disparagement of Market America; (12) GMTSS sponsorships violations; (13) internet policy violations; (14) sale of products in unauthorised countries; and (15) improper use of social media. If WebCentre Trainer finds a substantial basis for any and all non-trivial policy violations, WebCentre Trainer has a FIDUCIARY RESPONSIBILITY to report the relevant facts to Market America's Field Compliance Department immediately. WebCentre Trainer may also be required to participate in the resolution of the situation by conducting further investigation, providing training to offending parties, monitoring activities to ensure subsequent compliance, or carrying out other instructions given by Market America. Failure to investigate a policy violation could result in loss of WebCentre Trainer status and/or the initiation of corrective action, as set forth in the Career Manual.
- b. **Reporting New Certified WebCentre Consultants.** WebCentre Trainer is responsible for reporting all new Certified WebCentre Consultants to Market America within five (5) days of completion of the requirements.

- c. **Lines of Sponsorship.** WebCentre Trainer is responsible for strictly enforcing cross-group sponsoring rules and transfer of sponsorship rules. WebCentre Trainer may not encourage UnFranchise Owners to transfer from one line of sponsorship to another. WebCentre Trainer may never encourage an UnFranchise Owner to change lines of sponsorship, or to exercise the transfer or inactivity provisions of the policies and procedures, in order to circumvent the cross-group sponsoring rule and ultimately apply under another line of sponsorship other than the UnFranchise Owner's current placement. This is grounds for immediate termination of the WebCentre Trainer from his/her WebCentre Trainer status. WebCentre Trainer further agrees to be beyond reproach and to exercise extra diligence in protecting and preserving the lines of sponsorship. Market America, at its sole discretion, reserves the right to determine whether WebCentre Trainer is adequately fulfilling this responsibility.
- d. **WebCentre Training Fees.**
If WebCentre Trainer is in good standing, WebCentre Trainer may conduct WebCentre Training classes. The fee for WebCentre Training classes:

COUNTRY	101	201
USA	\$25.00 USD	\$25.00 USD
Canada	\$25.00 CAD	\$25.00 CAD
Australia	\$25.00 AUD	\$25.00 AUD
Taiwan	\$500 TWD	\$500 TWD
Hong Kong	\$200 HKD	\$200 HKD
United Kingdom	£15.00 GBP	£15.00 GBP
Mexico	\$250 MXN	\$250 MXN
Singapore	\$25 SGD	\$25 SGD
Spain	€22 EUR	€22 EUR

All expenses and overhead incurred in conducting said training shall be paid by WebCentre Trainer out of training fees collected by WebCentre Trainer from UnFranchise Owners attending the training. WebCentre Trainer is solely responsible and liable for paying all costs of conducting the training.

7. RESPONSIBILITY FOR ACCURACY OF STATEMENTS

WebCentre Trainer is solely responsible and liable for his/her representations and the quality and accuracy of his/her training presentations. Market America is not responsible or liable for any misrepresentations made by WebCentre Trainer. In order for WebCentre Trainer to be liable for a misrepresentation, the following must apply:

- a. WebCentre Trainer was responsible for the inaccurate information.
- b. The inaccurate information was the direct cause of the downline UnFranchise Owner flushing or not qualifying for a check; and
- c. The UnFranchise Owner reasonably relied on WebCentre Trainer's misrepresentation.

If Market America determines that WebCentre Trainer is responsible for a misrepresentation to an UnFranchise Owner, the WebCentre Trainer may appeal the decision to the Dispute Resolution Board for final determination in accordance with the policies and procedures.

8. EQUALITY OF UNFRANCHISE OWNERS AND OPEN MEETINGS

WebCentre Trainer must treat all UnFranchise Owners equally and provide equal access to all UnFranchise Owners at their trainings regardless of the lines of sponsorship. All Trainings must be open to all UnFranchise Owners regardless the UnFranchise Owner's organisation or sponsor. Absolutely no "closed" meetings are permitted.

9. CHANGE IN REQUIREMENTS

Market America reserves the right to change, modify, or amend the requirements, qualifications, and certification rights for WebCentre Trainer, at its sole discretion, by notifying WebCentre Trainer in writing. For purposes of this Section 9, e-mail shall be considered sufficient written notification.

10. PROPRIETARY, CONFIDENTIAL AND TRADE SECRET INFORMATION

During the term of this Agreement, WebCentre Trainer will have certain confidential information, reports, and material made available regarding Market America, including but not limited to; UnFranchise Owner lists, UnFranchise Owner and customer contact information, including but not limited to names, addresses and phone numbers, UnFranchise Owner financial data, a UnFranchise Owner's personal and/or group sales volume(s), linkage and/or genealogy information, the GMTSS, Market America voicemail system, business building/marketing materials (printed, web-based, social media, on film, magnetic media produced by sound recording or otherwise embodied, are copyrighted and/or trademarked/service marked, whether such claim or mark is registered, in the process of such), suppliers, and information with respect to the internal affairs of Market America and its affiliates including, without limitation, results of operations, contents of financial statements and corporate records (collectively "Proprietary and Confidential Information"). Such Proprietary and Confidential Information may or may not contain written notice that it is of a confidential or proprietary nature. The parties acknowledge that, as between them, the above-described matters are important and confidential and gravely affect the successful conduct of the business of Market America.

WebCentre Trainer acknowledges and agrees that all Proprietary and Confidential Information belongs solely and exclusively to Market America and constitutes its trade secrets. WebCentre Trainer further agrees that he/she has no claim, right, or title to any of the Proprietary and Confidential Information; and that the Proprietary and Confidential Information is provided to him/her in strictest confidence and is made available to him/her for the sole purpose of assisting

in building and growing his/her Market America business WebCentre Trainer acknowledges that, but for WebCentre Trainer's agreement to these provisions, Market America would not provide Proprietary and Confidential Information to WebCentre Trainer. To protect the Proprietary and Confidential Information, WebCentre Trainer shall not, on WebCentre Trainer's behalf or on behalf of any other person or entity, directly or indirectly:

- a. Disclose or disseminate any Proprietary and Confidential Information to any other person or entity;
- b. Provide access to any password-protected sections of Market America's web sites and associated social media pages containing Proprietary and Confidential Information to any other person or entity;
- c. Use Proprietary and Confidential Information for any purpose other than the conduct and promotion of the WebCentre Trainer's UnFranchise Business, including but not limited to recruiting any UnFranchise Owner for any Competing Companies, as defined in Section 11 of this Agreement;
- d. Use Proprietary and Confidential Information to attempt to influence or induce any UnFranchise Owner, customer, or employee of Market America to cease or alter their business relationship with Market America; or
- e. Reproduce Proprietary and Confidential Information in whole or in part for any UnFranchise Owner or any other person except as authorized in writing by Market America to ensure the quality, integrity, and service of these valuable business assets are protected.

Upon termination or cancellation of this agreement, all Proprietary and Confidential Information in its entirety must be returned to Market America.

Further WebCentre Trainer agrees this nondisclosure obligation shall apply to all Proprietary and Confidential Information, whether or not WebCentre Trainer participated in the development thereof. WebCentre Trainer acknowledges and agrees that if WebCentre Trainer violates the terms of this section, Market America will be irreparably harmed and the full extent of Market America's damages will be difficult to determine and likely not sufficient; therefore, Market America shall be entitled to equitable relief, including but not limited to immediate temporary, preliminary, and permanent injunctive relief against WebCentre Trainer and all those acting in collaboration with him/her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which Market America may be entitled, including but not limited to disciplinary sanctions and recovery of damages caused by WebCentre Trainer's breach. The provisions of this section shall survive termination of this Agreement.

WebCentre Trainer has a FIDUCIARY RESPONSIBILITY to Market America with respect to all Proprietary and Confidential Information. This fiduciary responsibility also applies to

WebCentre Trainers agents, attorneys and representatives. WebCentre Trainer, his/her agents, attorneys and representatives, will not use the Proprietary and Confidential Information, property or trade secrets in any way for their own personal gain during the term of this Agreement or after termination of this Agreement.

11. DUTY OF LOYALTY

WebCentre Trainer acknowledges that he/she holds a very sensitive position. WebCentre Trainer receives information, which Market America does not provide to other UnFranchise Owners. Also, WebCentre Trainers have a high profile in Market America's network of UnFranchise Owners, and WebCentre Trainers are responsible for enforcing Market America policies and procedures. In light of the sensitivity of this position, WebCentre Trainer agrees that for so long as he/she remains a WebCentre Trainer, he/she will not, directly or indirectly; act as a Distributor or advisor, or in any other capacity on behalf of, Competing Company. For purposes of this Agreement, "Competing Company" shall include, but is not limited to, any direct sales, network marketing, affiliate marketing or similar business ventures or marketing opportunities.

12. NON-DISPARAGEMENT

During the Term of this Agreement and for one (1) year thereafter, you will take no action, including but not limited to making untrue or negative statements regarding Market America, or any of the persons or entities listed in this Section, by social media or any other means, which is intended, or would reasonably be expected, to materially harm Market America, its affiliates, their respective businesses, officers, directors, or employees, harm the reputation of any of the foregoing persons or entities, or which would reasonably be expected to cause another UnFranchise Owner to leave or reduce his or her activity with Market America.

13. CONFIDENTIALITY WITH REGARD TO SUPPLIERS

As a Certified WebCentre Trainer, UnFranchise Owner may learn the identity and other information regarding Market America suppliers and vendors. This information provides a competitive advantage for Market America because Market America is the only distributor for many of our products, and Market America often works in conjunction with suppliers or vendors to develop the products. WebCentre Trainer acknowledges the sensitivity of this information regarding Market America suppliers. Thus, WebCentre Trainer agrees 1) not to enter into any transaction, directly or indirectly, with any Market America vendor or supplier, during the period when WebCentre Trainer is a UnFranchise Owner for Market America, and after WebCentre Trainer ceases to be a UnFranchise Owner and 2) not to disclose any of Market America's supplier or vendor information to any third party or other UnFranchise Owner.

14. NON-SOLICITATION COVENANT

- a. **During Term.** As a Certified WebCentre Trainer, WebCentre Trainer enjoys a high profile and positive reputation with the network of UnFranchise Owners. WebCentre Trainer receives this broad recognition and approval by virtue of his/her status as a Certified WebCentre Trainer, which privilege is conferred upon WebCentre Trainer at the discretion of Market America. Thus, due to the sensitive information received as a Certified WebCentre Trainer, during the term of this Agreement, WebCentre Trainer may not solicit, directly or indirectly (including but not limited to the use of websites and social media), or through a third party,

another UnFranchise Owner or customer to enroll or participate in a Competing Company, whether or not the UnFranchise Owner or customer was personally sponsored by WebCentre Trainer.

- b. **After Termination.** Following the cancellation or termination of this Agreement, whether voluntary or involuntary and regardless of the reason for cancellation or termination, and for a period of two (2) years thereafter, WebCentre Trainer may not solicit, directly or indirectly (including but not limited to the use of a website or social media), or through a third party, another UnFranchise Owner or customer to enroll or participate in a Competing Company whether or not the UnFranchise Owner or customer was personally sponsored or registered by WebCentre Trainer:
- (1) within 100 miles (160 kilometres) of any place WebCentre Trainer resided (including vacation properties) or was employed while he/she was an UnFranchise Owner;
 - (2) within 100 miles (160 kilometres) of the residences of any of his/her personally sponsored UnFranchise Owners;
 - (3) within 100 miles (160 kilometres) of any UnFranchise Owner in his/her downline who achieved the level of Executive Coordinator or above during the time that WebCentre Trainer was an UnFranchise Owner; and
 - (4) within 100 miles (160 kilometres) of any GMTSS presentation conducted by WebCentre Trainer.
- c. This conduct constitutes recruiting even if the solicited UnFranchise Owner's or customer's actions are in response to an inquiry or contact made by another individual and even if the solicited UnFranchise Owner's or customer's response is not directed to the WebCentre Trainer. Should WebCentre Trainer solicit another UnFranchise Owner or customer, regardless of whether WebCentre Trainer personally sponsored or personally registered the UnFranchise Owner or customer, there shall be a presumption that WebCentre Trainer utilised Proprietary and Confidential Information. WebCentre Trainer must then prove by the preponderance of the evidence that the solicitation was done without the use of Proprietary and Confidential Information. WebCentre Trainer will not, directly or indirectly, recruit in any capacity on behalf of a Competing Company.
- d. If WebCentre Trainer violates this provision, the time period will be extended by two (2) years from the date of the last violation.
- e. WebCentre Trainer acknowledges and agrees that if WebCentre Trainer violates the terms of this section, Market America will be irreparably harmed and the full extent of Market America's damages will be difficult to determine and likely not sufficient; therefore, Market America shall be entitled to equitable relief, including but not limited to immediate temporary, preliminary, and permanent injunctive relief against WebCentre Trainer and all those acting in collaboration with WebCentre Trainer to prevent and enjoin any violation of this section. This

remedy is in addition to any other legal remedies to which Market America may be entitled, including but not limited to disciplinary sanctions and recovery of damages caused by WebCentre Trainer's breach. The provisions of this section shall survive termination of this Agreement.

15. LIMITED NON-COMPETE

- a. **During Term.** Due to the sensitive information received by WebCentre Trainer, WebCentre Trainer is prohibited from, directly or indirectly, acting in any capacity on behalf of a Competing Company during the term of the Agreement. WebCentre Trainer agrees that he/she is also prohibited from, directly or indirectly, using Proprietary and Confidential Information to offer or promote any non-Market America products or business opportunities to UnFranchise Owners or customers regardless of whether such business opportunities or products relate to a Competing Company.
- b. **After Termination.** WebCentre Trainer, agrees that for a period of one (1) year after the termination of this Agreement, whether by reason of voluntary or involuntary termination, WebCentre Trainer will not, directly or indirectly, act in any capacity on behalf of a Competing Company:
 - (1) within 100 miles (160 kilometres) of any place WebCentre Trainer resided (including vacation properties) or was employed while he/she was an UnFranchise Owner;
 - (2) within 100 miles (160 kilometres) of the residences of any of his/her personally sponsored UnFranchise Owners;
 - (3) within 100 miles (160 kilometres) of any UnFranchise Owner in his/her downline who achieved the level of Executive Coordinator or above during the time that WebCentre Trainer was an UnFranchise Owner; and
 - (4) within 100 miles (160 kilometres) of any GMTSS presentation conducted by WebCentre Trainer.
- c. This section shall expressly prohibit directly or indirectly advising a Competing Company regarding marketing plans, products, promotions, pricing, computer systems, legal systems and other strategic matters, and being involved, directly or indirectly, in a Competing Company.
- d. If WebCentre Trainer violates this provision, the time period will be extended by one (1) year from the date of the last violation.
- e. WebCentre Trainer acknowledges and agrees that if WebCentre Trainer violates the terms of this section, Market America will be irreparably harmed and the full extent of Market America's damages will be difficult to determine and likely not sufficient; therefore, Market America shall be entitled to equitable relief, including but not limited to immediate temporary, preliminary, and permanent injunctive relief against WebCentre Trainer and all those acting in collaboration with WebCentre Trainer to prevent and enjoin any violation of this section. This remedy is in

addition to any other legal remedies to which Market America may be entitled, including but not limited to disciplinary sanctions and recovery of damages caused by WebCentre Trainer's breach. The provisions of this section shall survive termination of this Agreement.

16. PROTECTION OF MARKET AMERICA'S SALES FORCE

WebCentre Trainer recognises that Market America and all of its UnFranchise Owners (herein referred to as Market America's "Sales Force") have invested substantial time, energy, effort, and money in training and building this Sales Force; therefore, protecting Market America and the Sales Force from unfair competition is critically important. WebCentre Trainer agrees and warrants that he/she will not in any way, directly or indirectly, during the term of this Agreement or thereafter, make any statements (orally or in writing, whether fiction or nonfiction) or take any action(s), which in any way disparage or defame Market America, its parent, subsidiaries or affiliates ("Related Companies") and/or their respective officers, directors, partners, principals, employees, third party vendors, consultants, agents, attorneys or advisors, or in any way, directly or indirectly, cause or encourage any other person to make such statements or take such actions. WebCentre Trainer further agrees that provisions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Market America, the Sales Force and Related Companies, and that Market America will not accept the WebCentre Trainer Agreement in the absence of WebCentre Trainer's agreement to these provisions. WebCentre Trainer acknowledges and agrees that if he/she violates the terms of this section, Market America will be irreparably harmed and the full extent of Market America's damages will be difficult to determine and likely not sufficient; therefore, Market America shall be entitled to equitable relief, including but not limited to immediate temporary, preliminary, and permanent injunctive relief against WebCentre Trainer and all those acting in collaboration with WebCentre Trainer to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which Market America may be entitled, including but not limited to disciplinary sanctions and recovery of damages caused by WebCentre Trainer's breach. The provisions of this section shall survive termination of this Agreement.

17. ENFORCEABILITY, SEPARATE COVENANTS

- a. WebCentre Trainer acknowledges that the covenants included in Sections 10 through 16 above are crucial to the success of Market America and that violation of the covenants would immeasurably damage Market America and/or its affiliates. The parties agree that any breach of the terms of Sections 10 through 16 will be a material breach of this Agreement. If WebCentre Trainer fails to comply with any provision of Sections 10 through 16, all rights of WebCentre Trainer and any person claiming under or through WebCentre Trainer to the payments described in this Agreement shall terminate, and no person shall be entitled thereafter to receive any payments hereunder. Additionally, WebCentre Trainer agrees that if there is a breach or threatened breach of the provisions of Sections 10 through 16, Market America will be irreparably harmed and the full extent of Market America's damages will be difficult to determine and likely not sufficient; therefore, Market America shall be entitled to equitable relief, including but not limited to immediate temporary, preliminary, and permanent injunctive relief against WebCentre Trainer and all those acting in collaboration with WebCentre Trainer to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which Market America may be

entitled, including but not limited to disciplinary sanctions and recovery of damages caused by WebCentre Trainer's breach. Nothing herein shall be construed as prohibiting Market America from pursuing other remedies for such breach or threatened breach.

- b. Each of the covenants contained in Sections 10 through 16 shall be construed as an independent agreement. The existence of any claim or cause of action by WebCentre Trainer against Market America or any of its affiliates, officers, directors, shareholders, employees, representatives, or agents, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Market America of any such covenant.
- c. If any of the restrictions contained in Sections 10 through 16 are deemed to be unenforceable by reason of the extent, duration, geographical scope or other provisions thereof, then the court shall reduce such extent, duration, geographical scope or other provision hereof and enforce Sections 10 through 16 in reduced form for all purposes in the manner contemplated thereby.

18. INDEMNIFICATION

WebCentre Trainer agrees to defend, indemnify and hold harmless Market America its owners, representatives, officers, employees, agents, and assigns against any and all liability, claims, judgments, demands for damages and costs (including reasonable attorney fees and costs) arising out of or resulting from the actions or omissions to act of WebCentre Trainer or its representatives, contractors, officers, employees, agents, assigns or invitees, in connection with the performance of its obligations under this Agreement, except those which are due solely to the intentional or gross misconduct of Market America, its owners, representatives, officers, employees, agents, and/or assigns.

19. CROSS-GROUP SPONSORING

Prospecting, recruiting, and/or sponsoring, directly or indirectly (including but not limited to the use of a website or social media), whether through a spouse, immediate family members, or affiliated third parties, any UnFranchise Owner into another line of sponsorship within Market America's MPCP or in any Competing Company is strictly prohibited. Further, WebCentre Trainer agrees that any use of Market America's Proprietary or Confidential Information or relationships developed through Market America to divert or diminish a UnFranchise Owner's time, effort, volume, production or activity under the UnFranchise Owner's line of sponsorship or under the MPCP to benefit another person or entity by use of any device, mechanism, agreement or arrangement, including but not limited to the use of trade names, DBA's, assumed names, federal identification numbers, fraudulent Tax File Number (TFN), fabricated Business Development Centres (collectively "Alter Egos"), is unethical and strictly prohibited. WebCentre Trainer acknowledges and agrees that the use of an Alter Ego undermines the UnFranchise Business Plan and deprives other UnFranchise Owners of business volume that he or she would be due. Furthermore, WebCentre Trainer agrees and acknowledges that without these prohibitions, there would be no incentive for UnFranchise Owners to recruit, train, and manage their organisations. Violation of this Section, shall result in corrective action procedure, which may result in, without limitation, reorganising the sales organisations and genealogies, moving or adjusting sales volumes involved in order to protect the integrity of the marketing plan, financial restitution and termination

of the WebCentre Trainer Agreement as well as the IUA&A.

20. CHOICE OF LAW & FORUM

- a. **Choice of Law.** North Carolina law shall govern any dispute arising out of, or related to, this Agreement notwithstanding its choice of law provisions.
- b. **Arbitration.** (1) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall ultimately be settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrators may be entered in a court of competent jurisdiction. WebCentre Trainer certifies that WebCentre Trainer is knowingly, voluntarily, and intentionally waiving the right to have any dispute he/she may have regarding this Agreement heard by a jury and determined in a court of law. The arbitration shall be heard by one arbitrator, and it shall take place in Greensboro, North Carolina. Either party may seek emergency or provisional relief in the General Court of Justice, Guilford County, North Carolina, prior to invoking the arbitration remedy. (2) PROVIDED, HOWEVER, WEBCENTRE TRAINER AND MARKET AMERICA AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION, EVEN IF AAA’S PROCEDURES OR RULES WOULD OTHERWISE ALLOW ONE. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOUR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT OF THAT PARTY’S INDIVIDUAL CLAIM. WebCentre Trainer and Market America also agree not to seek to combine any action or arbitration with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations. (3) If Section 20(b)(2) should be found illegal or unenforceable, WebCentre Trainer and Market America agree that it shall not be severable, that Sections 20(b)(1) and 20(b)(2) shall be unenforceable in their entirety, and that the any claim or dispute will be resolved in court and not in collective arbitration.
- c. **Choice of Forum/Jurisdiction.** Notwithstanding sections 20(a) and 20(b) above, if Market America suspects that WebCentre Trainer has violated this Agreement, Market America may, in its sole discretion, prior to or instead of invoking the arbitration remedy contained in Section 20(b) of this Agreement, commence an action, litigation, or proceeding against WebCentre Trainer seeking any and all remedies available to Market America at law or in equity, including, without limitation, an injunction in any court of competent jurisdiction in Guilford County, North Carolina or in any jurisdiction (a) in which the suspected violation occurred; (b) in which WebCentre Trainer resides (or if WebCentre Trainer is a business entity, in which WebCentre Trainer was created); or (c) in which WebCentre Trainer may have conducted or developed his/her Market America business. In such a case, if the courts of the concerned jurisdiction are unable or unwilling to apply North Carolina law, the laws of the jurisdiction shall apply. WebCentre Trainer irrevocably submits and consents to the personal jurisdiction of such courts in the event that Market America invokes this provision. WebCentre Trainer further agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced against WebCentre Trainer in other jurisdictions by suit on the judgment or in any other manner

provided by law.

d. **Attorney's Fees.** The prevailing party shall have the right to collect from the other party its reasonable costs and attorney fees (including, without limitation, those associated with in house counsel) incurred in enforcing this Agreement.

21. CODE OF ETHICS

WebCentre Trainer must abide by the WebCentre Trainer Code of Ethics attached as Exhibit A. Execution of this Agreement indicates WebCentre Trainers agreement to comply with the Code of Ethics.

22. MISCELLANEOUS

- a. **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- b. **Waiver.** The failure or delay of Market America to enforce at any time any right, power, requirement or privilege of this Agreement or to exercise any option which is herein provided, or to require at any time performance by WebCentre Trainer of any of the provisions hereof, shall in no way act as a waiver thereof, nor shall such failure or delay affect the validity of this Agreement or any part hereof, or the right of Market America to thereafter enforce each and every such provision.
- c. **Survivability.** The terms and conditions of this Agreement that, by their sense and context, are intended to survive the termination, performance or completion of this Agreement shall so survive.
- d. **Construction of Agreement.** The captions and headings used in this Agreement are for convenience of reference only and shall not be considered in construing or interpreting this Agreement. Whenever the context so requires, the masculine shall include the feminine and neuter, and conversely thereof.
- e. **Assignment.** WebCentre Trainer covenants that WebCentre Trainer will not assign or transfer this Agreement, and any attempt on the part of WebCentre Trainer to assign, whether by operation of law, voluntarily or otherwise, shall, at the option of Market America, result in the termination of this Agreement, and shall be void and of no effect. Market America, may, at its option, assign or transfer this Agreement to another party, whether by operation of law, voluntarily or otherwise.
- f. **Executed Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. **Entire Agreement.** Except for the agreements specifically named herein, this Agreement constitutes the full understanding of the parties, unless WebCentre Trainer and Market America enter into any additional agreements as WebCentre Trainer progresses as an

UnFranchise Owner and if so, such agreements are specifically incorporated herein. There are no other agreements or understandings, whether oral or written, that may in any way alter, modify, amend or otherwise change this Agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties signing below on the date first above mentioned.

MARKET AMERICA, INC.

WEBCENTRE TRAINER

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

Director of Certified WebCentre Trainer
Programme

TITLE

UNFRANCHISE LEVEL & UNFRANCHISE ID

DATE

DATE

ADDRESS

CITY/STATE/POST CODE

PHONE

EMAIL ADDRESS

EXHIBIT A

CODE OF ETHICS & STANDARDS OF CONDUCT

1. Be a responsible team player. Prospects and guests attending GMTSS events must be put into original sponsor's line. Do not misrepresent the GMTSS mechanism.
2. Always dress in professional business attire when you are responsible for conducting a GMTSS event. "Dress for Success" is more than a cliché.
3. Associate with UnFranchise Owners that are always striving to attain higher levels of excellence, both professionally and personally. Instill and nurture the qualities of GMTSS programme, pride, poise and professionalism.
4. We are all members of the Market America Team—one Market America, one plan, one topic, everyone's success.
5. WebCentre Trainer should attend GMTSS events whenever possible. Report any unauthorised reproduction of sales materials and the sale of any unapproved Market America literature or generic sales aides.
6. Published GMTSS events, either online or announced over the informational hotline, are to be open to the public, and to all UnFranchise Owners.
7. Never disparage or complain about other WebCentre Trainers to anyone. If there is a complaint about another trainer, put it in writing and either fax, or mail, your grievances to the Office of the Senior Vice President.
8. WebCentre Trainer will not conduct or attend meetings where alcohol or other controlled substances are being served.
9. When in public, your conduct should always be above and beyond reproach. You are a representative of Market America, and the UnFranchise System. Your bearing should always reflect the highest standards of ethical and moral conduct.
10. WebCentre Trainers should not borrow money from other UnFranchise Owners, especially UnFranchise Owners in their own downline.
11. No WebCentre Trainer for Market America shall ever engage in any deceptive, unlawful, or unethical recruiting, or marketing practises. Likewise, WebCentre Trainers for Market America shall exercise great measure to ensure that no statements, promises, or testimonials are made which are in any regard misleading to prospective UnFranchise Owners, or the general public.
12. No WebCentre Trainer for Market America shall ever knowingly make statements which misrepresent the accuracy of any UnFranchise Owners financial earning potential. All

statements, with regard to earning potentials, shall be based on the accurate accounting information from Market America and those records, which are available to the general public.

13. WebCentre Trainers should understand the power of the team. They should also be empowered to focus and build their organisations as they build their area and support cross line teams.
14. WebCentre Trainers should always demonstrate any product lessons or procedures, in the way that they were taught so that they are duplicable; including proper hygiene when handling the cosmetics in the training, clinic, or consultation setting.
15. As a Certified WebCentre Trainer, it is imperative that every effort is made to represent the policies, procedures, methods, and marketing practises, as defined in the Career Manual, are taught with the highest degree of accuracy; duplication is the key to successful UnFranchise ownership. With this conscientious effort, the key GMTSS elements of knowledge, enthusiasm, and belief can be instilled for all that choose to participate.