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## Affiliation Agreement

This Affiliation Agreement (AA) ("Agreement") is being entered into between Failsafe Network, Inc. a Virginia corporation ("Failsafe," or "FSN" in this Agreement), and \_\_\_\_\_ ("you," an individual (not a company) or "Affiliate" in this Agreement).

This agreement provides you Affiliate Status, including comprehensive access to all Failsafe's training material to use as you see fit for training, facilitating, and related consulting services for your clients or employees. Failsafe's Affiliates are legally allowed to:

Become a Certified Failsafe Latent Cause Analysis™ Trainer (see requirements below)

Become a Certified IntroSpect™ Facilitator (see requirements below)

Lead Investigations or provide Failsafe-related consulting support

It is important to note that Failsafe does NOT intend to provide its Affiliates with training, facilitation, or investigate assignments. Rather, it is hoped that each of our Affiliates use our materials to augment their services with their existing or new clients (or fellow employees).

### Part 1: Definitions:

Two types of Affiliates are possible through this agreement:

- A. Consultant-Affiliate: An independent consultant, either working alone or through another consulting organization – a person who provides services to other companies.
- B. Corporate Employee-Affiliate: An employee of a corporation or larger company – a person who intends to use Failsafe's materials within that company.

### Part 2: Steps to Become an Affiliate

You, the "Affiliate," agree that in order to become obtain Affiliate Status, the following must occur:

- A. You, the "Affiliate," must sign this agreement and send it to us.
- B. You, the "Affiliate" must purchase an Annual Affiliate License for \$2,500.00 from our Shopping Cart.
- C. Once we, "FSN," have received the signed agreement and your \$2,500.00 we will give you access to all our training material (outlined below)



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- D. To become certified to teach Latent Cause Analysis™: After reviewing and studying our material, you must score 80% or higher on our Online Latent Cause Analysis Certification Test. You may retake the test as often as desired.
  - E. To become certified to facilitate our IntroSpect™ product, you must score 80% or higher on each of the following IntroSpect™ Online Quizzes. You may retake the quizzes as often as desired.
    - 1) IntroSpect, Module 1 Quiz
    - 2) IntroSpect, Module 2 Quiz
    - 3) IntroSpect, Module 3 Quiz
    - 4) IntroSpect, Module 4 Quiz
  - F. You are NOT permitted to use Failsafe's materials in providing training Latent Cause Analysis™ training to your clients, or to facilitate the IntroSpect™ product until you pass the associated tests or quizzes
  - G. If you desire to continue the Affiliation year after year, you are required to pay for the Annual Affiliate License fee (whatever that fee might be for that year) – but not required to retake any of the Tests/Quizzes.

**Part 3: Once you become a Failsafe Affiliate as outlined above:**

- A. You will receive a document from us that states that you are a Failsafe Affiliate, along with what you have been certified to teach or facilitate.
- B. We will place your photograph, biographical information that you provide, and contact information on our website.
- C. After passing its Certification Test, you will be permitted to use our Latent Cause Analysis™ training materials in any way you wish – either "as-is" or with your own modifications.
- D. After passing the 4 Quizzes, you will be permitted to facilitate our IntroSpect™ product. Note that NO MODIFICATIONS can be made to the video-products themselves.
- E. Although you are NOT permitted to modify our IntroSpect™ product, you may use it in ways most beneficial to your clients (that is, you are not restricted to only using it as suggested in the product itself).
- F. If you modify our Latent Cause Analysis™ materials to suit your personality and delivery-style, you must share these modifications with Failsafe PRIOR TO USAGE, get our written permission for the modifications, and accept our refusal for usage if it does not satisfactorily represent Failsafe's methods.
- G. At least 80% of all presentation slides and/or handouts that have been modified must contain Failsafe's name and website in some manner.



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#### **Part 4: Continuing Financial Obligations**

- A. Consultant-Affiliates must agree to pass 20% of any net profits from training or facilitation of Latent Cause Analysis™ or IntroSpect™ to Failsafe Network, Inc. (payable after the training from our shopping cart)
- B. Corporate Employee-Affiliates must agree to pay \$1,000.00 per training day when using our materials (payable up front from our shopping cart)
- C. Consultant-Affiliates must agree to pass 10% of any net profits from any Failsafe-related consulting or investigative leadership activity to Failsafe Network, Inc.
- D. Corporate Employee-Affiliates may use any of our materials for consulting or investigative leadership at no extra charge.
- E. For Consultant-Affiliates, Failsafe agrees to pass 50% of any profits coming from YOUR INVOLVEMENT in the sale of the following products to any new client for their first year's usage:
  - 1) IntroSpect™
  - 2) The Self-Paced Latent Cause Experience™
  - 3) The Latent Cause Analysis™ VLOG Series
- F. Corporate Employee-Affiliates who purchase site-specific Annual Usage Licenses for our IntroSpect™ or our Self-Paced Latent Cause Experience™ will receive a 50% discount in price each year that they remain an Affiliate.

#### **Part 5: Shared Materials:**

- A. Failsafe agrees to share any and all our training materials, including:
  - 1) The latest version of The Latent Cause Experience™
    - a) PowerPoint Slide Pack
    - b) Support Videos
    - c) Support Photographs (including Van Fire Photographs)
    - d) Practice Session Instructions
    - e) PDF Originals for use in producing Workbooks
    - f) Instructions for assembling Workbooks
  - 2) Access to The Latent Cause Analysis™ VLOG Series
  - 3) Access to our Self-Paced, Online Latent Cause Experience Class
  - 4) Access to our newest product, IntroSpect™
- B. NOTE: All these materials will be placed in a protected folder on our Google Drive. Once you sign this document and pay the fee, you will be given access to this protected folder. You will have to have a free Google Account to access this folder.



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### **Part 6: Ownership of Materials:**

- A. Failsafe owns all the original materials listed above.
- B. You, the Affiliate, own all modifications, including the shortening or lengthening of the provided classes, translations into different languages, or rewording. HOWEVER, you are prohibited to use any materials developed as an Affiliate once your affiliation ends unless you have written approval from Failsafe.

### **Part 7: Our Professional Relationship**

- A. Our relationship is that of an independent contractor (Affiliate) and material provider (Failsafe). Nothing in this agreement is intended to make either yourself or Failsafe a legal representative of one another. Therefore, in no event are either you or Failsafe liable for any action or claim of judgement arising from one another's work or involvement.
- B. All contracts are to be made between you and the Client.
- C. Any fees due to Failsafe are to be paid immediately upon receipt of payment from the client.

### **Part 8: Inadequate Performance**

- A. There are two performance-related circumstances in which this Agreement might have to be terminated:
  - 1) The Affiliate might not be able to pass the required tests/quizzes.
  - 2) The Affiliate might receive numerous complaints or low ratings in end-of-class appraisals.
- B. In both the above cases, Failsafe reserves the right to terminate this agreement without the return of any of the annual fees.

### **Part 9: Use of Trademarks**

- A. Failsafe encourages Consultant-Affiliates to use its logo or phrases to help advertise your services for the duration of this agreement. However, you are prohibited from making any promises on Failsafe's behalf. You may only speak for yourself. Corporate Employee-Affiliates may also use Failsafe Logo or phrases as desired.

### **Part 10: Term of This Agreement**

- A. This Agreement shall become effective on the date first written above and shall be for a term of one year. An additional fee will be required to renew this agreement each year (the Annual Affiliate License Fee).



- B. Either party shall have the right to terminate this Agreement, for any reason, with at least thirty (30) days written notice. However, no fees paid to Failsafe will be refundable.
- C. Either party shall have the right to terminate this Agreement without written notice to the other party if the other party ceases to do business. Although no fees paid to Failsafe will be refundable, the Affiliate may continue to either train, facilitate, or lead investigations for the duration of this agreement.

### **Part 11: Effect of Termination**

In the event of the termination of this Agreement:

- A. If you, the Affiliate, terminate this agreement, you shall automatically cease to be an Affiliate, you shall not claim damages for the termination, and will release Failsafe and its owners and other Affiliates from all obligations or liability.
- B. All materials made available to you under this agreement shall remain the property of Failsafe. All PowerPoint files, and audio-visual files in support of Latent Cause Analysis™ or IntroSpect™ that you might have downloaded or supplied to you must be immediately destroyed.
- C. You shall immediately and permanently discontinue any reference to Failsafe Network in any of your advertising or business correspondence.
- D. You will pay any fees due Failsafe.
- E. Failsafe will pay all fees due you.

### **Part 12: How We Will Communicate**

- A. **Notices.** Informal communications between us can either be via phone or email. Formal agreements such as this, where signatures are required, can either be sent via postal service or via email (with files attached including our signatures).

a. If to Failsafe

Failsafe Network, Inc.

PO Box 119

Montebello, VA 24464

Office: 540-377-2010



b. If to you:

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### Signatures

The following parties have agreed to all the terms of this agreement:

Affiliate	Failsafe Network, Inc.
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Name	Name
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Signature	Signature
<hr/>	<hr/>
Title	Title
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Date	Date