



Independent Consultant Benefits

Independent Consultant:

1. 15% commission on all sales from events negotiated by Accountable Kids.
2. Accountable Kids is responsible for normal expenses related to events, shows, and conferences.
3. 30% discount on all orders over \$300.00
4. Consultant receives 5% commission on initial order from referred retail establishments, 3% commission on future orders.
5. 10% commission on all internet sales attached to consultants coupon code. Customer receives 10% discount.
6. Consultant is eligible to receive a complimentary Store-Start Up Crate after submitting a Friends and Family Group order within 45 days of training.



Executive Level Independent Consultant:

Distributors who have been active for a period of six months may apply for Executive Level Distributor. These individuals are selected and trained by the program developers.

1. 40% discount on all orders over \$500
2. Consultant responsible for all expenses and negotiations related to events, shows, and conferences. Product sold and tools used are the property of consultant.
3. Consultant receives 10% commission on initial order from referred retail establishments, 5% commission on future orders.
4. 15% commission on all internet sales attached to consultants coupon code.
5. Consultant is authorized to teach classes, seminars, and workshops.
6. Consultant may be eligible to conduct training courses.





Independent Consultant Agreement

1. Consultant agrees to act with integrity, honesty, accountability, and responsibility in accordance with the Accountable Kids mission statement.
2. Consultant agrees to purchase products from Accountable Kids and resell the same to customers by attending conferences, conducting home shows, or group presentations. The company has the right to change prices at any time and consultant agrees to the prices and terms in effect at the time of shipping.
3. The consultant understands that he or she is entering into this agreement as an independent contractor and not as an employee of Accountable Kids. Consultant fully understands that he or she is not an employee, manager, partner, or legal representative. Consultant is not authorized to open any checking account under the Company name and will not incur any debt in behalf of the company. Consultant is solely responsible for paying all expenses incurred. Consultant is responsible for payment of all federal and state taxes.
4. Independent Consultant receives 30% discount on AK product orders. Orders must be faxed or called into the main office using the appropriate forms. Minimum order of \$300 required.
5. Consultants will be charged exact shipping on product orders.
6. Consultant understands and agrees to calculate and collect applicable sales tax based on the suggested retail value, including shipping value if appropriate. Consultant further understands that he or she is responsible to submit such collected taxes to the appropriate departments unless Accountable Kids negotiates and secures an approved vending location.
7. Consultant is responsible for all state and federal taxes, licenses, permits, and fees for all resell product. It is recommended that consultants consult with a tax/legal adviser with expertise in the area to ensure compliance.
8. Consultant can receive a coupon code for internet orders. Consultant receives 10% commission each quarter for sales associated with this code. Customers will receive 10% discount when using this code.
9. Consultant is required to attend one training conference. Accountable Kids will reimburse for lodging, travel, and meals during training. Consultant will not receive commission for any sales during training.
10. Consultant reserves the right to purchase the Store Start-up Crate at 50% off retail for 30 days following training.
11. Consultant is eligible to receive a complimentary Store-Start Up Crate if a Friends and Family order is placed within 45 days of training.
12. Consultant is encouraged to offer Accountable Kids products for sale at home shows, street fairs, expos, forums, conventions, or other events that are not permanent establishments. The following guidelines are in place to help maximize efforts and maintain a professional impression: Prior to registering for an event, a consultant must receive approval from the main office. Registration for all events must be under the distributor's name and title. The first distributor to register for an event receives approval for the space. Consultants may work together during events, but only one booth space may be obtained to present Accountable Kids products. The booth must be staffed at **ALL** times. The booth may not be shared with another business and only Accountable Kids products can be offered for sale. No handwritten advertising may be displayed. Consultants who decide to offer products outside of a home show must purchase and use the presentation kit.
13. In the event that Accountable Kids negotiates and secures a booth space at an event, Consultant will collect and remit all sales tax to Accountable Kids, whereby the company will be responsible for the necessary permits, licenses, and fees and remit sales tax to the appropriate agencies. During these events product will be shipped by Accountable Kids and remain the property of said company. In addition, Consultant receives the following benefits:
 - a. 15% commission on all products sold at events.
 - b. Consultant has the option of receiving \$200 for a full show instead of commission (\$100 for a one day show).
 - c. 10% commission on all retail sales for internet orders attached to consultant coupon code.
 - d. Free shipping to and from event.
 - e. Consultant receives a sales bonus of \$100 when sales exceed previous event sales.
14. The following terms apply to Consultants conducting any and all pre-approved events that are negotiated and secured by Accountable Kids.
 - a. Accountable Kids reimburses Consultant 30 cents for mileage to and from an event **or** reimburses Consultant for plane fare within pre-arranged limits.
 - b. Hotel accommodations are paid for and arranged by Accountable Kids for the duration of the event. Consultant is responsible for any additional expenses

- incurred by the Consultant or any other person abiding in the room.
- c. In the event that a Consultant elects not to stay in a hotel, a credit of \$50.00 will be applied to the distributors account.
 - d. Accountable Kids will reimburse consultant up to \$40 per day for meals. Receipt for all reimbursement is required.
 - e. Consultant will receive reimbursement for the use of a rental car with prior approval. Consultant is responsible for additional rental car insurance.
 - f. Consultant is responsible for gratuity for meals, transportation, and services.
 - g. Consultant is authorized to ship all unsold product back to Accountable Kids using the companies UPS account.
 - h. Consultant is responsible to properly package and tape all returned product. Consultant may be responsible for damaged merchandise that results from failure to protect merchandise during shipping.
 - i. All returned product must be sent through UPS. Consultant is required to submit tracking numbers to Accountable Kids.
 - j. All sales receipts, checks, and conference information will be shipped back to the main office using USPS priority mail or UPS letter service within two business days following the event.
 - k. Consultant is responsible for petty cash for change.
 - l. Accountable Kids reimburses consultant **only** when appropriate receipt is submitted.
15. Consultant understands that Accountable Kids owns all product and customer information. Confidential information will not be used to pursue individual efforts. Consultant will not sell, promote or disclose confidential information to any person except under the explicit direction of Accountable Kids during the term of and after termination of this agreement. He or she further agrees that disclosure of confidential information may result in monetary damages entitled to Accountable Kids.
 16. Three weeks prior to any pre-arranged event, the consultant will receive a final confirmation contract. By signing the final confirmation contract, the distributor agrees to pay for all lost fees, shipping charges, and costs, resulting from the inability to perform.
 17. Consultant agrees to provide adequate security measures to protect customer financial information. In addition, Consultant may not use any information obtained during said events for personal use.
 18. Consultant may be liable for declined transactions during events in the event that adequate processing information is not obtained.
 19. Accountable Kids reserves the right to assign previously attended shows to new consultants.
- Consultants understand that attending an event one year does not guarantee future placement in the same event.
20. This agreement cannot be transferred at anytime to another individual.
 21. Consultant will indemnify and hold harmless Accountable Kids from any damages, claims or liabilities and expenses (including attorney's fees) incidental to consultant's activities.
 22. Consultant agrees to comply with all the laws, rules, and regulations governing the conduct of his/her business.
 23. Consultant may not alter or add to any of the Accountable Kids product lines.
 24. Consultant will **only** demonstrate Accountable Kids products at conferences, presentations, home shows, or other pre-approved events.
 25. Consultant agrees to protect the company's trade mark at all times by not reproducing the company's name and/or trademarks or copy any company material for use in any advertising without the prior written approval of the company. Consultant agrees to protect the Accountable Kids trademark and image and deliver the expected quality to customers. Consultant will not duplicate the Accountable Kids trademark in any manner. Business cards, promotional material, and correspondence paper must be ordered and approved through the main office to protect the integrity and image of the mark. The Accountable Kids trademark may not be duplicated on any clothing apparel, bags, flags, aprons, signs, car lettering, etc. without the express written approval of the main office.
 26. Consultant is authorized to use the Accountable Kids trademark under specific conditions. All printed advertising must receive approval if it does not originate from the main office. Any advertising displaying the Accountable Kids trademark must also include the distributors name and title, and Accountable Kids website. This helps protect distributors from losing independent contractor status and provides an avenue for complaints or questions.
 27. Any advertising must be approved by the main office prior to running. All national media promotions such as television, cable TV, radio, Internet, newspaper, newsletter and magazine interviews, features and paid advertisements are to be initiated by the main office. Distributors are encouraged to implement local media advertising after receiving print or script approval from the main office.
 28. Customized business cards and rack cards are available to consultants at cost.
 29. Consultants are not allowed to list their telephone numbers in the phone book along with the Accountable Kids trademark. This privilege is reserved for the company. Consultants may have a business number, but the listing must be listed under the consultant's name.

30. Consultants are prohibited from creating an independent web site that may confuse customers or compete with Accountable Kids Inc. or other consultants.
31. Accountable Kids will issue a 1099 for each distributor at tax time. Consultant is responsible to report earnings as income with tax fillings each year. Wholesale orders placed with Accountable Kids include pre-paid sales tax based on the suggested retail value. The company submits this amount to the state at the appropriate times. Consultant can purchase product tax exempt by providing a sales tax identification number to the main office.
32. Consultants account can be placed on hold if no activity takes place for a period of one year, failure to pay outstanding balance, or actions or services not in keeping with the Accountable Kids mission statement. Accountable Kids has the right to place any consultant's account on hold for failure to abide by the policies and procedures outlined. If, at the sole discretion of the company it finds consultant in violation of policies and procedures, he or she can be terminated without any notice or probation.
33. Consultant will not offer for sale, display, or present Accountable Kids products in any retail establishment without prior approval form the main office.
34. Consultant may negotiate new contracts with retail stores, schools, and offices and receive 10% commission on initial sales invoice and 3% commission on future orders as long as Consultant is an active agent with Accountable Kids.
35. Consultants are only authorized to discuss information presented in the Accountable Kids book. Personal opinions relating to psychological topics will be avoided or diverted to the main office. Only official Executive Level Consultants may present at seminars, conduct interviews, or teach in schools or churches unless prior written approval is obtained from the main office.
36. Consultants may resign at any time by submitting a signed a letter of resignation to the Home Office.
37. Consultants are encouraged to submit product or service ideas to Accountable Kids. While the company does not compensate for suggestions, ideas may be implemented if it benefits the company.
38. Accountable Kids provides a complete warranty for 30 days after receipt of product. To obtain a refund on product, contact the main office for return instructions.
39. Consultant agrees not to market, sell, offer for sale to anyone, or promote any product related to Accountable Kids business other than those manufactured by Accountable Kids.
40. Consultants agree that Accountable Kids reserves the right to terminate this agreement at any time for failure to abide by policies and procedures. Consultant agrees to hold Accountable Kids harmless for any decision to execute this right.
41. Accountable Kids is manufactured for sale in the United States and cannot be sold in foreign countries. Sales to foreign countries may result in fines and penalties for import duties, tax, label discrepancies, and government violation.
42. Accountable Kids reserves the right to add to or change the above policies and procedures
43. Accountable Kids reserves the right to use any of the consultants statements, photographs, and media clips for advertising purposes. Consultant further agrees to release any rights to these advertisements and hold the company harmless from any damages, claims, liability.
44. Consultant agrees that the Company shall be entitled to its cost and expenses, including reasonable attorney's fees, enforcing its rights under this agreement.

As a new Consultant I agree to the terms of this agreement

Signature

Date

Print Name

Accountable Kids Representative

Date

