

Professional Advertising Agreement

This Agreement is entered into this ____ day of _____, 2015 by and between A. Lynn Scoresby & Associates, LLC, a Utah limited liability company, doing business as www.FirstAnswers.com (FA) 703 South, State Street, Orem, UT 84058 and _____ (Professional).

- A. FA is engaged in advertising services for professionals and seeks professional clients. First Answers requires that professional demonstrates proof of education and competence as a psychologist, registered nurse, physical therapist, psychiatrist, social worker, marriage and family therapist, or other therapist as recognized by governing laws of his/her state.

In consideration of the mutual agreements contained herein, and for good and valuable consideration, the parties hereby agree as follows:

1. **To Promote First Answers Products and Programs.** Promoting First Answers products and programs enables Professional (expert) and First Answers.com to provide service to and for clients. The term First Answers Products and Programs shall mean the seminars, workshops, devices, systems, methods and products developed and acquired by First Answers relating to personal development training, including but not limited to books, audio, video, CD-ROM, Internet web sites and all other electronic media, newsletters, reports, organizing tools, manuals, and any other know-how, data, or information, technical or otherwise, relating thereto.
2. **Relationship.** As used in this Agreement, the term Professional/Expert means an advertising client. The parties intend by this Agreement to effect a relationship of principal and advertising client. No other relationship is intended to be created between the parties hereto. The Professional is not an agent or partner of First Answers, nor is the relationship between First Answers and Professional to be considered a joint venture or any other legal relationship than that specified above.
3. **Representation By Professional/Expert of First Answers Courses and Programs.** During the term of this Agreement, First Answers hereby appoints a Professional/Expert and Professional hereby accepts appointment as a licensed professional who provides consulting/counseling to clients also referring clients to First Answers courses, mini courses, and, memberships. These references will occur during the consulting/counseling activities between professional and clients/customers.

4. **Professional's Fees and Compensation.** Professional/expert can make payment for advertising fees and receive remuneration by participating in First Answer programs. This will be as follows:
- a. **Commissions:** When clients join a First Answers membership group as a result of a referral from the professional, the professional will receive commissions of 30% on all referrals when referred party uses the professional's promotion code and completes an order. Commissions will be paid on listed price of product/service at time of purchase.
 - b. **Royalties:** When the professional creates content (courses / mini courses, webinars/classes, videos or other multimedia) for the FA site, FA agrees to pay the professional 15% royalties on all purchases of course/mini courses payable semiannually. Wholesale and retail prices will be set by First Answers.
 - c. **Counseling/Consulting Fees and Compensation:** Professional agree to provide consulting/counseling with clients to solve problems, encourage changes, provide follow up, encouragement, and create new learning. Professionals set their own fees for these consultations. Professionals will receive 65% of all revenue and First Answers will receive 35% of all revenue as payment for advertising. These percentages are subject to change if mutually agreed to in writing by First Answers and Coach.
 - d. **Seminar/teaching fees:** Professional may wish to conduct seminars and live training classes to build his/her client base. Professional will received 75% of revenue and First Answers will receive 25% of the total revenue for any seminar or class organized, marketed, and conducted by professional which uses First Answers content.
 - e. **Professionals' Training of Other Licensed Professionals:** When available or warranted, First Answers will provide opportunities for professional to train other professionals in the category of content professional is certified in by First Answers and professional understands he/she will be compensated based on services provided and upon a negotiated rate for services rendered.
 - f. **Direct Sales and Marketing:** Professional may wish to organize employees or other representatives to market and sell

First answers programs and products. Professional/expert will make a written proposal to First Answers and a separate agreement must be reached between professional and First Answers prior to the onset of sales and marketing ventures. This agreement will establish revenue sharing percentages, methods of advertising, and target customers.

5. **Covenants by Professional/Expert.** During the term of this Agreement, professional agrees:
 - a. **Performance Standards.** To make all reasonable and diligent efforts to ensure that professional and any employees, professional acts, conduct and behavior comply with the highest principles of integrity and professional behavior in the industry.
 - b. **Recognized License and Proof of Malpractice Insurance:** Professional will qualify for and show proof of license in his/her state that requires a license, and show proof of continuing malpractice insurance covered by a recognized insurance carrier acceptable to First Answers.
6. **Creating Incentives for Clients:** To create incentives for clients to participate in membership groups and build client base for the Professional, First Answers may offer users discounted rates for Professional services and any site products/services to promote the site, services/products, and coach. In this event, professional understands he/she may receive reduced commissions on his/her services, but professional agrees to provide the same level and quality of service as described on the site.
7. **Online Seminars:** To advertise the professional, First Answers agrees to promote online seminars (webinars), forum discussions, and invite professional to contribute to newsletters as requested by FirstAnswers.com to promote both the professional's practice of consulting and promote the FirstAnswers.com web site.
8. **Promoting Professional's Products:** In the event the professional creates content used by First Answers and these become online courses, mini courses, videos, or other multimedia (as reviewed and accepted by First Answers editorial board), First Answers agrees to promote the professional by advertising these products and professional may use these materials to promote themselves on First Answers, and/or their services as listed on www.FirstAnswers.com and [agreed to by First Answers](#)

9. **Limitation of Liability.** First Answers shall not be liable for any damages, loss, cost or expenses, including incidental or consequential damages, of Professional. Professional's sole remedy against First Answers shall be that First Answers shall at First Answers discretion, replace any defective product within a reasonable time or refund any amount paid in connection with such product.
10. **Termination of Agreement:** Termination of this agreement may take place at First Answers discretion if and when professional is judged to have failed to perform as agreed to in this contract, and/or displays behavior considered inappropriate which means professional violates accepted standards of moral and ethical behavior. First Answers and professional shall have the right to terminate this Agreement upon thirty (30) days written notice leaving Article 12 in force unless mutually agreed upon by First Answers and Coach..
11. **Indemnification.** Professional agrees to indemnify and hold First Answers harmless from all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any negligence or misrepresentation on the part of Professional or any employee or agent of Professional.
12. **Entire Agreement.** This Agreement embodies the complete agreement and understanding of the parties hereto with respect to the subject matter thereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, that may have related to the subject matter hereof in any way.

Date this _____ day of _____, 2015

A. Lynn Scoresby & Associates, LLC,
a Utah limited liability company, doing business as First Answers..

A. Lynn Scoresby
President

Professional/expert

