

# iLeader Terms and Conditions

Last Updated: May 15, 2017

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CLICKING “I ACCEPT”.**

## Scope of Agreement

These terms, together with our Terms of Use and Privacy Policy, comprise the “Agreement” between you, and Innovate, LLC (“Innovate”, “we” or “us”) governing your participation as an iLeader in the Innovate Leadership Network and your interaction with members of the Innovate Leadership Network (“Members”).

### 1. Application to become an iLeader

All iLeaders are required to meet the minimum requirements set forth on [www.iinnovateiinnovatenetwork.com](http://www.iinnovateiinnovatenetwork.com) (the “Site”), in Appendix A of this Agreement, and the iLeader Application. All iLeader Applications are subject to review and acceptance by Innovate in its sole discretion. You represent and warrant that all information provided by you in your iLeader Application is true and correct in all respects.

### 2. iLeader Responsibilities and Term

#### 2.1 Recruiting

Innovate will be primarily responsible for recruiting Members to your iLeader forum groups (“Your Forum Group”). You will make best efforts to support Innovate to recruit members to your forum groups with the goal of signing up at least ten members within six months of acceptance as an iLeader.

#### 2.2 Responsibilities

As an iLeader, you are making a commitment to the Members that are part of Your Forum Group that you will be a dedicated and responsible mentor, advisor and facilitator. Our expectations for iLeaders are set out on the Site and in rules, policies, procedures and codes of conduct that we may provide from time-to-time. You must treat all personal information you receive from other iLeaders, prospective iLeaders, Members and prospective Members in accordance with the Privacy Policy. You agree to comply with all of these requirements in serving as an iLeader.

#### 2.3 Expenses

You will bear all of your own expenses associated with your activities as an iLeader.

#### 2.4 Additional Work

As an iLeader you may perform additional work, such as coaching, facilitation, and business advisory work, for Members of Innovate and for clients referred to you by Innovate (“Additional Work”). You are not allowed to solicit Innovate Members for Additional Work. If a Member approaches you for Additional Work you will immediately tell Innovate, and assist Innovate with contracting for the Additional Work directly with the Member. All Additional Work you perform will be under a separate Consulting Agreement entered into between you and us.

## 2.5 Term and Termination

This Agreement (and your services) as an iLeader will continue until terminated by either you or us. We have the right to terminate this Agreement immediately upon written notice to you if we believe in our sole discretion that you are not meeting your obligations as an iLeader or have violated this Agreement or any of our rules, policies, procedures or codes of conduct. We also have the right to terminate this Agreement at any time in our sole discretion upon at least 30 days’ prior written notice to you. You have the right to terminate this Agreement at any time upon at least 30 days’ prior written notice to us. Transition of Your Forum Group to a new iLeader is critical so that Members are not adversely affected by any termination. Accordingly, you agree to assist us with identifying a replacement iLeader and transitioning Your Forum Group to the replacement iLeader.

## 3. Payments

### 3.1 Initiation Fee

Upon acceptance as an iLeader, you will be invoiced for the Initiation Fee, if any, stated on the iLeader Application. Payment of the Initiation Fee is required before you will be provided with any training or allowed to participate in any iLeader or Member functions. The Initiation Fee will be refunded if you start Your Forum Group with at least ten Members within six months of applying to become an iLeader. The Initiation Fee is otherwise non-refundable.

### 3.2 Payments to You

#### 3.2.1. Payments For Work as an iLeader

As compensation for your work as an iLeader, you will receive 50% of the Membership Fees paid to us by Members of Your Forum Group. We may change the percentage of Membership Fees you receive on at least 30 days’ prior notice to you. We will pay you monthly based on the number of paid Members in Your Forum Group.

#### 3.2.2. Payments For Additional Work

As compensation for Additional Work you perform as described in Section 2.4 above, you will receive 50% of the fees paid to us for the work, subject to the terms and conditions of the separate Consulting Agreement between you and us. We may change the percentage of fees you

receive for Additional Work on at least 30 days' prior notice to you. We will pay you within 30 days of our receipt of fees for the Additional Work.

### 3.3 Taxes

All payments hereunder are exclusive of any applicable sales, use or other similar tax, which will be payable by you.

## 4. Posting and Providing Information

During forum group and individual Member sessions, and in interacting with us and the Site, you may have the ability to disclose, provide or post text, files, documents, attachments, suggestions, comments, ideas, feedback, notes, concepts, works, designs, or other information or materials (collectively, "User Content"). Please note that User Content will be seen and used by us, Members and other iLeaders, and we cannot guarantee that other users will not use or disclose the User Content. Therefore, if you have an any information or materials that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not disclose, provide or post it. IINNOVATE IS NOT RESPONSIBLE FOR THE MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU DISCLOSE, PROVIDE OR POST.

When you disclose, provide or post User Content, you are granting, or representing that the owner of such User Content has granted, a worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable, fully paid up, non-exclusive right under all copyrights, trademarks, patents, trade secrets, and other intellectual property and proprietary rights to use, copy, reproduce, modify, transmit, distribute, perform, analyze, remove and display such User Content (in whole or in part) and incorporate such User Content in other works in any form, media or technology. Excluding certain information contained in your iLeader profile, and subject only to restrictions in our Privacy Policy, all User Content will be treated as non-confidential and non-proprietary, and may be used or disseminated by us or our affiliates or Members for any purpose. You also acknowledge and agree that we are free to use any ideas, concepts, know-how, feedback, or techniques that you provide for any purpose without any compensation to you.

## 5. Innovate Content

All documents and other materials that we provide to you (whether electronically or otherwise) will considered to be "Innovate Content" in accordance with the Terms of Use.

## 6. Disclaimers

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IINNOVATE AND ITS AFFILIATES AND AGENTS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

OR NON-INFRINGEMENT REGARDING THE IINNOVATE NETWORK AND INFORMATION AND MATERIALS PROVIDED BY US OR OUR AFFILIATES OR AGENTS. EXCEPT AS OTHERWISE AGREED IN WRITING, IINNOVATE AND ITS AFFILIATES AND AGENTS ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT OR OTHER CONTENT OR INFORMATION YOU RECEIVE, OR AS TO WHETHER YOU WILL RECEIVE A REFUND OF YOUR INITIATION FEE OR RECEIVE ANY INCOME AS AN ILEADER.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## **7. Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL IINNOVATE OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS PAID BY IINNOVATE TO YOU AS A PORTION OF MEMBERSHIP FEES DURING THE TWELVE MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, OR FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF IINNOVATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

## **8. General**

### **8.1 Indemnification**

You agree you will indemnify and hold Innovate, its affiliates, licensees, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless for any losses, claims, judgments, expenses, damages, or costs, including reasonable legal fees, resulting from (a) any breach of this Agreement by you, including, without limitation, any use of Innovate Content other than as expressly authorized in this Agreement, or (b) any infringement or misappropriation of third party intellectual property or other rights by User Content. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use.

### **8.2 Non-Solicit**

During the term of this Agreement and for one year after the termination of this Agreement, you will not directly or indirectly, for yourself or any third party, solicit or encourage (a) any employee of Innovate or its affiliates to terminate employment with, or cease providing services to, Innovate or its affiliates, or (b) any iLeader or Member to terminate their relationship with Innovate.

### 8.3 Eligibility to Work and Relationship of Parties

The parties intend that you be an independent contractor, and not an Innovate employee. Because you are not an employee of Innovate, you are not entitled to any of the benefits that may be provided by Innovate to its employees, including, but not limited to, fringe benefits, worker's compensation, health and unemployment insurance, or any other employee benefit. Innovate will not pay federal or state withholding taxes in connection with amounts paid to you. You agree to report and pay all applicable taxes. You represent and warrant that entering into this Agreement and performing your responsibilities as an iLeader will not violate your obligations to or contract with any employer or third person.

### 8.4 Applicable Law

These terms will be governed by and construed in accordance with the laws of the State of Washington, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within King County, the State of Washington.

### 8.5 Assignment

We may assign our rights and obligations under this Agreement to an affiliate, to an entity that acquires all or substantially all of the assets of Innovate, or to any affiliate or successor in a merger or acquisition involving Innovate. You may not assign this Agreement without our prior written consent.

### 8.6 Force Majeure

Innovate and its affiliates and agents will not be liable or deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic equipment or internet, viruses, unauthorized access, theft, severe weather, earthquakes, fire, flood or other natural disasters, strikes or other labor problems, wars, civil unrest, acts of terrorism or governmental restrictions.

### 8.7 Other

The Agreement constitutes the entire agreement between you and Innovate governing your services as an iLeader. In the event of a conflict between these terms and the Terms of Use, these terms will control. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the

validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to these terms or your use of the Site must be filed within one year after it arose or be permanently barred.

#### 8.8 Changes to these Terms

Innovate may, in its discretion, modify or update these terms at any time. Any changes to these terms will be effective upon the publication of revised terms to the iLeader portal. If you use the Site or participate in any iLeader activities after we have published or notified you of the changes, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you must notify us immediately and we will work with you to resolve the matter.

#### 8.9 Questions

Please direct any questions regarding these terms to [inquiry@innovatenetwork.com](mailto:inquiry@innovatenetwork.com) and put “iLeader Terms Inquiry” into the subject line of your email.

## **Appendix A**

### **iLeader, Coach/Advisor Professional Background Criteria**

#### **Coaching/Advisory Criteria:**

1. Has personally held leadership roles, outside of their own business, at the senior level or above
2. Has a strong business acumen and breadth of organizational knowledge
3. 5 years of C-Suite facilitation experience preferably in the technology industry at early developmental stage (series A) and middle stage developmental stage (series B)
4. Has strong business acumen and breadth of organizational knowledge
5. Excellent soft skills – Authentic, High EQ, good listening skills, ability to challenge  
Strong executive presence and confident with presentations and communication at the executive level
6. Maintains ethical boundaries (see ICF Ethical Standards)
7. Comes with his/her own methodology and models and is quickly able to adapt to institutional methodologies and models being used by Innovate
8. Master Degree or higher in the applied behavioral sciences, organization development, or other related field, is nice to have