

VIDEO COURSE DISTRIBUTION & AFFILIATE AGREEMENT

This Agreement is Dated the '0th' Day of 'month' 2021

This agreement relates to becoming an Affiliate and Video Course Author supplying content to **Martial Arts Universities (MAU) to distribute globally, managed by International Martial Arts Coaching Council P/L (IMACC)**

WHEREAS International Martial Arts Coaching Council (IMAC) of Unit 6 / 12, Henderson Road, Knoxfield VICTORIA 3180 AUSTRALIA.

has an educational platforms / networks / marketing resources that makes it possible for individuals and organisations to have their content / courses served up to consumers in a global market. It also has an Affiliate Program where an entity can earn revenue from referring this platform.

WHEREAS "YOUR NAME / ENTITY" ABN 00 000 000 000 of [Insert Address]
(Known as the Author)

has a high level of skill (Mastery) in a number of areas with an interest in selling their books, videos / courses, to an international market, through a global educational platform.

General

These Terms and Conditions (the "Affiliate - Author Agreement") represent the whole agreement and understanding between **International Martial Arts Coaching Council (IMACC)** and the individual or entity who participates in the Affiliate – Author Program (or "you").

Territories

Authors agree to license **(IMACC)** to sell their content on a worldwide basis for the term noted in this agreement and by any subsequent extensions. Authors can use their affiliate link to operate in any country / region based upon their own network capacity and marketing penetration.

Terms

The term of this Agreement is initially 24 months from the date when, both part executes this agreement and it will automatically renew bi-yearly unless both parties agree to terminate it. Due to the time / resources required to create, integrate and appropriately market an author's content, IMACC reserve the right for the minimum period to recoup their investment and earn clear revenue.

This Agreement may be terminated by both parties immediately by notice in writing to the other party in the event of any breach by the parties' obligations under the terms listed. This will only be done if no resolution can be made to rectify the issues. **IMACC's** action, will be to pull down all courses by the author and any marketing of their products if the issues are not resolved.

Limitation of Liability

IMACC takes no responsibility to proving ownership / copyright of the Author's courses / videos and any other material that make up their product. Any challenge to ownership / copyright breach is to be defended by the Author, at their own cost.

Product description – (specialty subjects / curriculums / instructor programs)

1. An instructional DVD converted into a section of videos, where the student views various episodes (accessed via a rental period not downloadable), but is **not deemed as an actual course**.

2. An instructional DVD converted into a section of videos, with added quizzes and certificate of completion issued. (accessed via a rental period not downloadable), is **deemed as basic course**.

3. A section of videos, with quizzes, essays, video submission and certificate of completion or grade issued. (accessed via a rental period not downloadable), is **deemed as a more comprehensive course**.

Preferred format of course material

Videos (mpeg4 / n264), books / resource material (MS Word / PDF)

Course Content Importation

The Author can supply **IMACC** in the following format videos / books / dvds, but those who have complete commercial courses ready for sale, with their own advertising material will be implemented straight away. These Authors will receive priority integration and predominately featured.

Authors who supply **IMACC** with fragmented formats videos / books / dvds without any structure will take much longer to assemble. IMACC has the right (case by case) to take the cost of conversion off the first commissions of their course sales. A fixed price will be agreed upon after assessing the work load required to package content into a course, before the work starts.

The Author is responsible for all quizzes, assessments, issue their own certificates and retail pricing. IMACC can assist in this process by even doing the assessments and issuing certificates on the Author's behalf. IMACC is not responsible for creating any elements of your course or making it more marketable, it will be simply your product being sold in our superstore.

Product assembly / modification

The Author gives IMACC the discretion to assemble or modify courses where appropriate to either adjust the retail price of the full course or sell sections of the package, to increase revenue / sales for all parties.

How your product is distributed

Your content / IP is protected from illegal downloading, through our portal only allowing viewing whilst logged in. Each Author sets this period of time (6-12 months) and the cost for such access.

Referral Tracking

IMACC will provide the Affiliate (you) with specific **Referral Links** to link products, pages and other marketing content to your nominated websites / social media posts. We will track users who have visited / purchased products via these Referral Links using cookies which may expire after a period of time. If you are required to have an updated link form time to time, we will inform you so you can continue enjoying referral revenue.

The Affiliate is not authorized to modify or alter the Referral Links or the cookies in any way. Martial Arts Universities is not responsible for any tracking or reporting errors that may result from any modifications to the Referral Link or the cookies.

Marketing

The promotion of the author's products are to be done by both parties. It is the obligation of both parties to promote the courses as best they can. IMACC will promote all courses on the platform and will feature each author in a rotational basis through their: networks, magazines, social media and other partner websites. Author's can pay a nominal advertising fee to be specifically featured more regularly throughout IMACC's campaigns. Author's who are more actively marketing their courses and that of the whole platform will be assisted by IMACC and will earn more revenue.

Promotional material

The Author can provide a full promo video or IMACC can use the content provided to be converted into one or more.

Advertisements

IMACC hereby grants the Affiliate a non-exclusive, non-transferable, limited license to use the Martial Arts Universities logos, advertisements and banners for the sole purpose of promoting our service within the context of the Affiliate Program. This license will expire upon termination of the Affiliate's participation in the Affiliate Program.

We may provide the Affiliate with marketing material but the Affiliate will be solely responsible for its own marketing activities. All marketing activities must be professional and in full compliance with all applicable laws.

Payments

All Affiliate Fee payments will be payable in USD only, except as otherwise determined by **IMACC** in its sole discretion. Payment will be made through PayPal or Stripe or directly into their bank account to the **email address specified** by the Affiliate. The Affiliate is responsible for providing **IMACC** with the full and accurate details that are required to remit the **Affiliate Commission** and is solely responsible for any delays in payment resulting from its failure to do so. Referrals will become void, and any unpaid Affiliate Commissions will be forfeited, after 24 calendar months if they have not informed us in writing that they are continuing their role.

In the event of any activity deemed suspicious (eg spam / fraudulent purchases) by IMACC, an investigation will be conducted. This may create delays in Affiliate Commissions until verification of the relevant transactions is confirmed as valid. IMACC reserves the right to recalculate, void, or disqualify any referrals or Affiliate Commission in the event of any fraudulent, deceptive or otherwise illegal activity.

Legacy Payments:

We are here for the long term and have built in legacy payments plan that continue when you pass away. You can nominate one or two banks accounts to receive ongoing payments from the sales of your courses.

Authors / Affiliates get paid when:

- # When someone buys your videos / courses
- # When someone buys any product from IMACC using your affiliate link

Authors / Affiliates get paid:

IMACC will run a sales report on 21st each month and pay out on 28th

IMACC agrees to pay 'THE AUTHOR' a:

- # 50 / 50 split on their courses sold to general consumers (not an affiliate – without coupon).
- # 45 / 45 split plus 10% of the retail price if the Author (via their affiliate link – without coupon).
- # 40 / 40 split plus 10% of the retail price if the Author (via their affiliate link with a 10% off coupon).
- # 10% when an Author's affiliate buys any course in the library

What other costs do we look after besides advertising?

- # IMACC covers the cost of maintaining the educational platform and payment gateway.
- # The processing of orders giving students instant access to courses
- # Tracking direct and affiliate sales and generating reports
- # The administration – division of payments to each author / affiliate
- # Giving authors / affiliates sales reports each month
- # Creating landing pages / content descriptions / profiles for each master / course

Assisting with onboarding authors' content

Non exclusive sales:

Author's are allowed to sell their courses in a different format / platform through their own network if they desire. It is requested that IMACC sell the courses exclusively through the portal.

Legal:

This Agreement shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria, Australia. The Affiliate warrants and represents that its actions and its participation in the Affiliate Program is in compliance with all applicable laws, rules, regulations, and any requirements of governmental authority at all times.

Executed as an agreement by:

_____	_____
_____	_____
Name (IMACC CHAIRMAN)	Name (COURSE AUTHOR)
Graham Slater	YOUR NAME
_____	_____
CHAIRMAN (IMACC)	Position (Owner)