



MASTER TERMS AND CONDITIONS



CharTec.net



**1600 Mill Rock Way
Bakersfield, CA 93311**



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THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF CHARTEC OFFERINGS. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SALES DOCUMENT THAT REFERENCES THIS AGREEMENT OR UPON YOUR USAGE OF ANY CHARTEC OFFERING, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE CHARTEC OFFERINGS. THE PARTIES AGREE THAT THIS AGREEMENT MAY BE ELECTRONICALLY SIGNED, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SALES DOCUMENT THAT REFERENCES THIS AGREEMENT. THE PARTIES AGREE THAT THE ELECTRONIC SIGNATURES APPEARING ON THIS AGREEMENT ARE THE SAME AS HANDWRITTEN SIGNATURES FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY.

Membership Agreement:

This Agreement is between CharTec LLC, a Florida limited liability company located at: 1600 Mill Rock Way, Bakersfield, CA 93311, and your organization, (hereinafter referred to as "Member"), is effective on the date set forth in the first sales document signed by the Member, and specifies the terms and conditions agreed between each party as a foundation for their relationship as further defined herein.

Distribution/Replication of Materials:

The materials provided as part, or in part, of CharTec services (including but not limited to Academy documents and presentations, CORE documents) are for the sole use of the Member and may not be reproduced or distributed in any other manner.

Renewal of Term:

All CharTec Memberships are for a term of twelve (12) continuous months and will renew on the annual anniversary date, unless the member chooses to notify CharTec in writing of their intent not to renew at the annual anniversary date. Notification of the member's intent not to renew must be sent to your CharTec Account Manager at: AccountManager@CharTec.net with thirty (30) days advanced notice.



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Limited Liability:

Any and all consulting, either by written or spoken communication, including any documentation which may accompany such consultation through Membership remains discretionary and shall not be defined as legally requisite for the Member to use or implement. All members are strongly advised to seek legal counsel prior to making any strategic shifts in their business operation, when considering the adoption of any measure or inference of consultation from CharTec LLC, its agents, vendors, employees or officers.

Membership Cancellation:

Should the Member request to cancel their membership, all owed and remaining balances are due in full. To initiate this process, members must write a cancellation request to your CharTec Account Manager at: AccountManager@CharTec.net.

Performance:

During the term of this agreement, should the Member fail to communicate with CharTec within the given timespan, the Member may delay or forfeit delivery of item/project. Should CharTec fail to deliver on any item listed as a Membership Deliverable provided in the sales document, the Member can submit to CharTec at: AccountManager@CharTec.net, a detailed list of failures, thereby giving CharTec thirty (30) days to remedy any problems and effectively resolve any failure with the provision of a defined membership deliverable. Should no remedy be found within thirty (30) days, CharTec will cease services and billing at the end of the thirty (30) day timeframe.

For Marketing Membership Offerings and Projects:

CharTec requires a minimum amount of two thousand (2,000) contacts with email addresses in your database for campaign success.

Additional documentation/consultation may be required to provide the products and services described in the primary Marketing Proposal. Should such documentation/consultation be required, the Member will be granted sufficient time to act upon it (however, failure to act in a reasonable timeframe may cause delay in CharTec's ability to forecast a timely completion).



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Sales Recruit Assist Program:

The member acknowledges and understands that CharTec does not guarantee placement of sales candidates, nor a timeframe in which someone could be hired as this varies drastically by location. CharTec does guarantee that all qualified candidates presented will be placed through the CharTec hiring process, training roadmap and Sales Training Lab. If a hired candidate's employment is terminated during the roadmap training period, CharTec will restart the hiring process and continue for the duration of the agreement. The training period is an average of ninety (90) days from the hire date and will vary based upon the marketing leads and opportunities being generated by the member.

The member acknowledges and agrees to accept the responsibility for the monthly costs related to the job posting site, with the implementation of a CharTec approved job advertisement provided at the time of onboarding.

Sales Lab Trainings:

CharTec agrees to notify you, no later than Thirty (30) days prior to the scheduled event; to confirm your attendance to the scheduled event. After notification, the member will have three (3) business days to confirm attendance to the scheduled event. If the member is unable to attend the next scheduled event, or no response is received by the member, the member will be placed back on the waitlist. The remaining balance of each training lab seat is due prior to attendance or within 12 months of signing the sales document, whichever is less. Any attendee not paid in full, will not be granted access to the Training Lab. Each training event is limited to fifteen (15) trainees, maximum. If any registered attendee chooses to cancel within thirty (30) days of the Training Lab date, CharTec will process a Cancellation Service Charge of \$1,000.00 USD to the attendee's company account. Under no circumstances is CharTec responsible for reimbursement of any airline tickets, guaranteed reservations or other expenses associated with an attendee's plan to attend a CharTec Training event.



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Non-Solicitation of Employees:

The member agrees that the member will not, in any manner whatsoever, during the member's use of services with the CharTec and for a period of one (1) year following the termination of the use of services with the CharTec, either as an individual, or as a partner, stockholder, director, officer, principal, client, agent, consultant, or in any other relationship or capacity, with any person, firm, corporation or other business entity, either directly or indirectly and regardless of why, how, or when the use of services is terminated, solicit for Member's own benefit or for the benefit of anyone other than CharTec, solicit or induce or aid in the solicitation or inducement of any employees, associates, agents, vendors, or assigned contractors to leave their employment or contractual relationship with CharTec. Breach of this will result in a minimum of three times the total agreement payout or \$100,000.00 USD, whichever is greater.

Travel Expenses:

The member agrees that for any membership tier, service or project offering that has any travel costs, including but not limited to: ground transportation, rideshare, airport fees, airfare, hotel reservations and no-show fees shall be the responsibility of the member, without exclusion.

Applicable Law; Venue:

All CharTec Agreements shall be constructed under the laws of the State of California, County of Kern.

Commitment to Maintain a Payment Method on File:

Member authorizes CharTec to process charges for membership subscription dues/fees as indicated in their sales document. The member agrees to provide CharTec with ACH or Credit Card Information to hold on file. Payment of dues/fees enables access to the items listed on this form. Membership is billed on the 1st of the month and payment is taken on the 5th of the month, via ACH or Credit Card on file. All payments made by credit card type will incur a price increase of 4% which will be displayed as "Card Price" at the time of the transaction. All balances not paid by the 10th of each month will be subject to an 18% interest charge.