



Ziglar Legacy Certification Application

PLEASE COMPLETE ELECTRONICALLY (OR PRINT) ALL PORTIONS OF THIS APPLICATION

Date:

Please indicate any other names you have used in business (for reference purposes):

Last Name:

First Name:

Middle:

Street Address:

City:

State:

Zip:

Home Phone: () -

Cell Phone: () -

Email:

Social Security No.:

Are you at least 18 years of age? ☐ Yes ☐ No

Best time to contact you: _____ a.m. _____ p.m.

How you were referred to Ziglar, Inc.?

Do you have a valid driver's license? ☐ Yes ☐ No

License #:

State:

Exp Date:

Have you ever been bonded? ☐ Yes ☐ No

Have you ever been convicted of a crime (misdemeanor or felony) other than a minor traffic infraction? ☐ Yes ☐ No

If yes, provide complete details, including the dates of conviction and incarceration, if any, and disposition, including any suspended sentence, fines, probation, deferred adjudication, or similar disposition. You are not obliged to disclose the existence of any conviction or arrest that has been erased, sealed, expunged, or otherwise stricken from your record.

CURRENT EMPLOYER AND/OR BUSINESS OWNED BY APPLICANT

Employer/Business Owned by Applicant:

From: _____ Month/Yr. to _____ Month/Yr.

Street Address:

City:

State:

Zip:

Phone: () -

Starting Title:

Present Ending Title:

Job Responsibilities:

Supervisor's Name:

May we contact for a reference? ☐ Yes ☐ No

How will Ziglar Legacy Certification help your long-term business and personal goals?

Please indicate the last twelve (12) months' revenue your business has generated in speaking, training, consulting and coaching:

☐ \$0 - \$10,000 ☐ \$10,000 - \$50,000 ☐ \$50,000 - \$250,000 ☐ Over \$250,000 ☐ Not Applicable

Please provide a brief description of your history and knowledge of Zig Ziglar and Ziglar products and services, including any personal experiences you would like to share:

EMPLOYMENT HISTORY

List all employers with most recent employment first. Include periods of unemployment and military service, if applicable. Do not leave any period unaccounted for. Use additional sheets if necessary.

Employer:

Employed from: ____ Month/Yr. to ____ Month/Yr.

Street Address:

City:

State:

Zip:

Phone: () -

Starting Title:

Present Ending Title:

Job Responsibilities:

Supervisor's Name:

May we contact for a reference? ☐ Yes ☐ No

Reason for leaving: ☐ Resigned ☐ Laid Off ☐ Discharged ☐ Other

Explain:

Employer:

Employed from: ____ Month/Yr. to ____ Month/Yr.

Street Address:

City:

State:

Zip:

Phone: () -

Starting Title:

Present Ending Title:

Job Responsibilities:

Supervisor's Name:

May we contact for a reference? ☐ Yes ☐ No

Reason for leaving: ☐ Resigned ☐ Laid Off ☐ Discharged ☐ Other

Explain:

EDUCATIONAL BACKGROUND

List last three (3) schools attended, starting with last one.

1. _____ 2. _____ 3. _____

List number of years completed.

Indicate degree of diploma earned, if any.

Grade Point Average or Class Rank

Major and Minor field of study (If applicable)

School:

No. of Years Completed:

Degree:

Diploma:

GPA:

Class Rank:

Major/Minor:

List any foreign language(s) and check the box that best describes your skill level.

_____ ☐ Language ☐ Read and Write ☐ Read and Speak ☐ Read Only ☐ Speak Only

_____ ☐ Language ☐ Read and Write ☐ Read and Speak ☐ Read Only ☐ Speak Only

_____ ☐ Language ☐ Read and Write ☐ Read and Speak ☐ Read Only ☐ Speak Only

List any other training or education, skills or special qualifications you possess.

Professional Licenses or Certifications held; professional, trade, business or civic associations and any offices held:

Special accomplishments, publications, awards.

Any additional information you would like us to consider.

REFERENCES

List professional references that have worked directly with you and have known you at least two years.

Name:

Street Address:

City:

State:

Zip:

Work Phone: () –

Home Phone: () –

Basis of professional relationship:

Name:

Street Address:

City:

State:

Zip:

Work Phone: () –

Home Phone: () –

Basis of professional relationship:

Name:

Street Address:

City:

State:

Zip:

Work Phone: () –

Home Phone: () –

Basis of professional relationship:

APPLICANT CERTIFICATION AND RELEASE – PLEASE READ CAREFULLY AND SIGN

I certify that answers given herein are true and complete to the best of my knowledge. I understand that any misstatement, omission, falsification, or misrepresentation of fact in this application or any other document that I submit with this application may disqualify me from consideration or may result in disciplinary action up to and including termination of my certification and the Certified Ziglar Trainer Agreement.

The persons, schools, prior employers and current employers, and other organizations or employers named in this application are authorized by me to verify the information I have provided and to provide information that may be requested. A copy or facsimile of this authorization shall have the same authority and effect as the original. I hereby waive and release all persons, schools, current and prior employers and other organizations from any liability rising from the disclosure of any information, whether in writing or orally, and further waive and release Ziglar, Inc., from any liability arising from reliance on the aforementioned information or the use, publication, or retention of such information within the context of its applicant review procedures.

I further acknowledge and agree that this application is not a contract or a legal guarantee of acceptance. If accepted by the Company, I understand that my association will be as an independent contractor subject to the terms of the Agreement. I further understand that no officer, director, supervisor, employee or agent of the Company, other than the President, in writing, has the authority to enter into any agreement or to make any statement contrary to the provisions outlined above.

I authorize the Company to evaluate me and to verify any information furnished by me during the evaluation, to contact all law enforcement agencies and any or all of my previous or current employers, references, and educational institutions, and otherwise to fully investigate my suitability for character, general reputation, personal characteristics, mode of living, work habits, skills or abilities, including contacting a credit bureau, credit agency, or other consumer reporting agency of its choice. I understand that the results of any such investigation may be disclosed to Company personnel involved in the certification process, and I consent to the disclosure of any such information to the Company by those entities and individuals. In connection with and in consideration of the Company's understanding to review this application and to consider me for certification, I release and acquit the Company, its affiliates and their respective officers, directors, employees and agents from all liability for any injury or damage of any nature, including LIABILITY FOR ANY INJURY OR DAMAGE RESULTING FROM NEGLIGENCE OR GROSS NEGLIGENCE that I may suffer or sustain by reason of its acquisition, use or procurement of any such report or information.

I agree to protect confidential information, trade secrets, and proprietary information of the Company, and of the Company's vendors, licensors, marketing partners or clients entrusted to the Company, and agree to execute all documents required, of new contracts, and I will not disclose to the Company any confidential information of others.

I understand that the Company reserves the right to terminate my certification in the manner set forth in the Agreement. If accepted, I understand that, as a condition of acceptance, I may be required to sign certain agreements (including the Agreement), and further agree to comply with all rules, regulations, and operating procedures established by the Company.

I certify that all information contained in this application is true and correct. In addition, I certify that I have read in full and understand the above statement and conditions.

Signature

Date

NOTICE AND ACKNOWLEDGEMENT

IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGEMENT

NOTICE REGARDING BACKGROUND INVESTIGATION

Ziglar, Inc., USA (the "Company"), may obtain information about you from a consumer reporting agency for contracting purposes. Thus, you may be the subject of a consumer report and/or an investigative consumer report which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with employers and/or associates. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for certification is an investigation into your education and/or employment history. These reports may be obtained at any time after receipt of your authorization and, if you are accepted, throughout the term of your Certified Ziglar Trainer Agreement. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report and a Summary of Your Rights under the Fair Credit Reporting Act. The scope of this notice and authorization is all-encompassing, however, allowing Company to obtain all manner of consumer reports and investigative consumer reports now and, if you are certified, throughout the course of your Agreement to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

NEW YORK APPLICANTS ONLY: You have the right to inspect and receive a copy of any investigative consumer report requested by Company by contacting the consumer reporting agency directly.

ACKNOWLEDGEMENT AND AUTHORIZATION

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of consumer reports and or investigative consumer reports at any time after receipt of this authorization and, if I am certified, throughout my Agreement. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, local, state or federal agency, institution, school or university (public or private), information (including, but not limited to, driving and/or motor vehicle records, transcripts, grades and attendance records, employment history, salary information and references, drug and alcohol testing results) requested on behalf of Company, and/or by Company itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

MINNESOTA and OKLAHOMA APPLICANTS ONLY: Please check this box if you would like to receive a copy of a consumer report if one is obtained by Company. ☐

CALIFORNIA APPLICANTS ONLY: By signing below you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no charge whenever you have a right to receive such a copy under California law. ☐

Applicant Signature

Date

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: **Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Avenue N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. For more information, go to www.ftc.gov/credit.

NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW

The Company intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for contracting purposes. Thus, you can expect to be the subject of investigative consumer reports and consumer credit reports obtained for contracting purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your Social Security number, your educational achievements, licensure, and certifications, your driving record and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making contracting decisions.

The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law. Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may require a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail, ICRAs complying with requests for certified mailing shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRAs.

"Proper Identification" includes documents such as valid driver's license, Social Security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your contracting and personal or family history in order to verify your identity. The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

Applicant Signature

Date

CERTIFIED ZIGLAR TRAINER AGREEMENT

This Certified Ziglar Trainer Agreement (this “**Agreement**”) is made and entered into as of _____, 20____, by and between Ziglar, Inc., a Texas corporation (“**Ziglar**”) and _____ (“**Trainer**”).

RECITALS

A. Ziglar is engaged in the business of developing, marketing and selling leadership and motivational products and services and conducting related training and seminars.

B. Trainer desires to participate in a leadership program with the ultimate goal of becoming a “Certified Ziglar” trainer, pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Leadership Program. Subject to the terms and conditions of this Agreement, Ziglar grants Trainer the right to attend, and Trainer agrees to purchase, attend and participate in a four and a half day leadership training program at Ziglar’s corporate offices located in Plano, Texas (the “**Ziglar Legacy Certification Program**”), on the dates set forth on Schedule 1 attached hereto and incorporated herein by reference.

2. Certified Ziglar Trainer. Upon successful completion of the Ziglar Legacy Certification Program, as determined by Ziglar in its sole discretion, Trainer shall have the non-exclusive, non-transferable right to offer, deliver and teach the three (3) Ziglar presentations (the “**Presentations**”) described on Schedule 1 and purchase and resell certain Ziglar products (the “**Products**”) set forth on Schedule 2, attached hereto and incorporated herein by reference, subject to the terms of this Agreement. As a “Certified Ziglar” trainer, Trainer will at all times offer the Presentations and Products in a professional manner and with the highest standards of honesty, integrity, fair dealing and ethical conduct. Trainer will take no action that would discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Ziglar.

3. Purchase of Products. Trainer shall have the right to purchase the Products directly from the vendor listed on Schedule 2 at the wholesale price established by such vendor, which can be changed by the vendor at any time. Trainer is responsible for amounts owed to the vendor and invoiced to any customer. All orders of Products are final, non-refundable and non-exchangeable. Ziglar shall have the right to revise or discontinue the sale of any Product at any time. Trainer may not modify, alter or amend the Presentations or Products, or any part thereof, in any manner without the prior written consent of Ziglar.

4. Training Fee. The fee for the Ziglar Legacy Certification Program is \$7,500 with \$3,750 being due upon execution of this Agreement and the remaining \$3,750 being due thirty (30) days prior to the Ziglar Legacy Certification Program. Trainer will be entitled to a full refund less a \$100 processing fee if he or she cancels prior to thirty (30) days before the Ziglar Legacy Certification Program for which he or she is registered, and a 90% refund of the fee if he

or she cancels within thirty (30) days and one (1) day prior to the Ziglar Legacy Certification Program for which he or she is registered.

5. Recertification. To remain a “Certified Ziglar” trainer, Trainer must be recertified annually by attending a two-day recertification program each year. Recorded recertification will be accessible online; Ziglar Legacy Certified trainers are required to attend the two-day class in person one year out of three successive years; the other two years recertification may be accessed online. The \$500 annual fee (which may be changed at any time by Ziglar) is payable no later than the date of recertification and applies whether in person or online; travel and expenses are not included in the \$500 fee. If Trainer fails to become recertified, this Agreement will terminate and Trainer may no longer represent himself or herself as a “Certified Ziglar” trainer or offer, deliver or sell the Presentations or Products

6. Costs, Expenses and Taxes. Trainer shall pay all costs and expenses incurred by Trainer in connection with (i) attending and participating in the Ziglar Legacy Certification Program and the annual recertification and (ii) offering the Presentations or selling the Products, including travel, lodging, food and other business expenses.

7. Compliance with Laws. Trainer shall comply with all applicable laws, rules and regulations when representing himself as a “Certified Ziglar” trainer.

8. Relationship. The relationship of the parties shall be that of independent contractors. Trainer is not an employee or agent of Ziglar and this Agreement is not intended to create and shall not be interpreted as creating an employee/employer, partnership, joint venture, general or special agency or similar relationship between Trainer and Ziglar, and no representation to the contrary shall be binding upon Ziglar. Trainer may only state that he or she is a “Certified Ziglar” trainer. Trainer is not authorized to and shall not assume any obligation of any kind, express or implied, on behalf of Ziglar. Trainer solely is responsible for his or her acts and omissions of his or her employees or agents and the conduct of Trainer’s business.

9. No License.

(a) The ownership of all right, title and interest in the trademarks and service marks and copyrights used by Ziglar in the Ziglar Legacy Certification Program, the Presentations or the Products or otherwise (collectively, the “**Ziglar Intellectual Property**”) is and remains solely vested in Ziglar. Trainer agrees that Trainer will not, at any time, attack, oppose or otherwise challenge title to or rights of Ziglar in or to the Ziglar Intellectual Property.

(b) Trainer may use the Ziglar Intellectual Property only in connection with offering the Presentations and Products and then only as authorized in writing by Ziglar. Ziglar will have the right to grant others the right to use the Ziglar Intellectual Property. Nothing herein shall be construed as a license, an assignment or grant to Trainer of any title in or to the Ziglar Intellectual Property. Trainer will acquire no rights to or interest in the goodwill derived from the Ziglar Intellectual Property, and Trainer’s use of the Ziglar Intellectual Property shall inure to the benefit of Ziglar for all purposes.

(c) Trainer agrees that the Trainer will cause to appear on or within all materials, all appropriate statutory or other notices regarding the Ziglar Intellectual Property and copyright or trademark registration or any pending application therefore and any other notices indicating proprietary rights as Ziglar may, from time to time, require.

(d) At any time during the term of this Agreement, Ziglar shall have the right to inspect, audit, observe and/or attend Trainer's solicitation, delivery and/or presentation of the Products to insure the proper use of and to protect its Ziglar Intellectual Property.

10. Confidential Information. Trainer acknowledges that during the term of this Agreement, Trainer may receive certain confidential information of Ziglar, including, but not limited to, customers, vendors, know-how, designs, research, development and financial and other business information relating to Ziglar (the "**Confidential Information**"). Trainer agrees that he or she shall not, and shall not permit any employee or agent to, directly or indirectly, use for the benefit of anyone other than Ziglar any of the Confidential Information and shall not and shall not permit any employee or agent to reproduce, alter, amend, disclose or distribute and shall use his or her best efforts to prevent any third party from reproducing, altering, disclosing, amending or distributing any Confidential Information without Ziglar's prior written consent. Upon termination of this Agreement, Trainer shall immediately return all Confidential Information to Ziglar.

11. Non-Solicitation. So long as Trainer represents himself or herself as a "Certified Ziglar" trainer and for a period of one year thereafter, Trainer shall not, directly or indirectly, on his or her behalf or on behalf of any person or entity, solicit, induce or hire or attempt to solicit, induce or hire any customer, supplier or vendor of Ziglar (i) to enter into any business relationship with any other company or individual or (ii) to terminate or to alter his or her business or contractual relationship with Ziglar.

12. Termination. This Agreement shall terminate upon the occurrence of any of the following events:

- (i) upon notice by Ziglar to Trainer of a breach by Trainer of the terms or conditions of this Agreement and the failure to cure such breach within five days after receipt of written notice of such breach;
- (ii) immediately, if Trainer is charged with any felony or any misdemeanor which involves a crime of moral turpitude or takes any action which would diminish or harm the reputation of Ziglar or its business, or commits an act which violates widely held values and morals or brings Trainer into public disrepute, scandal or ridicule; or
- (iii) immediately, if any proceedings are brought by or against Trainer under any bankruptcy or insolvency laws, or a receiver or trustee is appointed for Trainer or an assignment is made for the benefit of Trainer's creditors.

Immediately upon termination of this Agreement, Trainer shall cease the use of the Ziglar Intellectual Property and Confidential Information, cease the marketing, offering or selling of the Presentations and Products and return all Confidential Information to Ziglar.

13. Indemnification. Trainer agrees to defend, indemnify and hold Ziglar, its affiliates, shareholders, directors, officers, employees and agents harmless from and against any and all claims, causes of actions, liabilities, losses, expenses or costs, including reasonable attorneys' fees, experts' fees and court costs, whether arising in law or in equity, including consequential damages, which may be asserted against or incurred by Ziglar arising out of, directly or indirectly (i) the breach by Trainer of any provision of this Agreement; (ii) the offering, delivery or sale of any Presentation or Product by Trainer; or (iii) the failure of Trainer to comply with any federal, state or local law or regulation.

14. No WARRANTY. ZIGLAR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRESENTATIONS OR PRODUCTS. ZIGLAR MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SUCCESS OF TRAINER IN USING THE PRESENTATIONS OR SELLING THE PRODUCTS, AND ALL SUCH WARRANTIES HEREBY ARE DISCLAIMED AND EXCLUDED BY ZIGLAR. IN NO EVENT SHALL ZIGLAR BE LIABLE FOR (I) ANY LOSS OR DAMAGE CAUSED BY OR RELATED TO THE PRESENTATIONS OR PRODUCTS AND/OR THE MARKETING, DELIVERY, SALE OR USE THEREOF BY TRAINER OR ANY THIRD PARTY; OR (II) ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) OR LOSS OF PROFIT, OR DAMAGE TO OTHER PROPERTY USED IN CONJUNCTION WITH THE PRESENTATIONS OR PRODUCTS, WHETHER OR NOT USED PROPERLY.

15. Injunctive Relief. Trainer agrees that the remedy at law for any non-monetary breach of any provision of this Agreement shall be inadequate and that, in addition to any other remedies it might have, Ziglar shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement. In addition, Ziglar shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in the enforcement of its rights under this Agreement.

16. Legal Construction. If any or one or more of these provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein, and the validity or enforceability of this Agreement as a whole, shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be valid and enforceable.

17. Counterparts. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action

brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

19. Parties Bound. This Agreement shall be binding upon the parties hereto and their respective, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

20. Assignment. This Agreement is personal in nature and may not be assigned by Trainer without the prior written consent of Ziglar. Trainer shall have no right to license, sublicense, or permit others to offer or sell the Presentations or the Products. Ziglar may assign this Agreement and its rights thereunder at any time.

21. Amendment. The Schedules to this Agreement may be amended by Ziglar at any time, in its sole discretion. Except as expressly stated herein, this Agreement may not be amended or modified in any respect except by a written agreement signed by Trainer and Ziglar.

22. Notices. Any notices, consents, demands, requests, approvals, and other communications to be given under this Agreement by either party to the other must be in writing and must be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by overnight express delivery service or same-day local courier service, or (d) delivered by facsimile transmission, to the address set forth beside a party's signature below, or to such other address as may be designated by the parties from time to time. Notices delivered personally or by overnight express delivery service or by local courier service are deemed given as of actual receipt. Mailed notices are deemed given three business days after mailing. Notices delivered by facsimile transmission are deemed given upon receipt by the sender of the transmission confirmation.

23. Survival. The obligations of Trainer to abide by the nonsolicitation, Ziglar Intellectual Property, Confidential Information and indemnification covenants contained in this Agreement shall survive termination and/or non-renewal of this Agreement.

24. Entire Agreement. This Agreement and its Schedules supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect thereto.

25. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with the state laws of Texas (irrespective of and without regard to its choice of law provisions) and the federal laws of the United States. Exclusive venue for any action arising under this Agreement shall be in Dallas County, Texas. Trainer and Ziglar each submit to the jurisdiction of the federal and state courts located in Dallas County, Texas.

CANCELLATION POLICY.

Once scheduled for a training week, candidate may "roll over" to the next or a later class one time only. If notice of rollover is given three weeks or more prior to class opening day, there is no penalty and the deposit and/or payment will be held for the rescheduled training class. If notice of rollover is given within seven days of class opening day, there is a \$250 reschedule charge (costs will have already been expended in anticipation of participation in originally-scheduled training). REFUNDS – a full refund (excluding \$100 nonrefundable application fee) will

be given if refund is requested thirty (30) days before class. Within 30 days of the class a 90% refund will be given.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Ziglar:

Address:

5055 W. Park Boulevard
Suite 700
Plano, TX 75093

Ziglar, Inc.,
a Texas corporation

By: _____

Its: _____

Trainer:

Address:

Schedule 1

Ziglar Legacy Certification Program Dates:

March 14-18, 2016

Ziglar Presentations:

1. Personal Development – Building the Best You

This workshop emphasizes identifying and building on your personal strengths. The foundation stones of honesty, integrity and character are explored in how they relate to your personal success. Your attitude is of utmost importance to your personal well-being and many of Zig Ziglar's tried-and-true methods are taught so that the participant will leave with the knowledge of how to make any day – no matter the circumstances – a great day.

2. Building Winning Relationships

Difficulties in relationships can lead to difficulties in every area of your life. It is important to consciously work on building positive relationships with those around you. This workshop will explore the specific steps you can take to build strong relationships both at home and at work. The DISC assessment can be used to allow people to understand the different perspectives each person brings into the relationship.

3. Goal Setting and Achievement

This workshop will help participants build a balanced life and achieve the goals they set for themselves. This skill-building training explains the necessity of having an organized goals program and the benefits of consistently achieving goals. Zig Ziglar's proven seven-step process is introduced and an accountability system is offered to help the participants take what they have learned and implement it on a daily basis.

Schedule 2

Display Name	<u>Products</u>	Retail	Resellers
Books			
Born to Win book		\$24.95	\$12.50
ZIGLAR AUTOBIOGRAPHY		\$21.95	\$14.25
SUCCESS FOR DUMMIES		\$19.99	\$13.00
COURTSHIP AFTER MARRIAGE - TPB		\$14.99	\$ 9.75
ZIGLAR ON SELLING Revised - HB		\$24.99	\$16.25
Revised RPK Paperback		\$14.99	\$ 9.75
Selling 101		\$ 9.99	\$ 6.50
OVER THE TOP - PAPERBACK		\$14.99	\$ 9.75
Top Performance Book - Paperback - 0800759742		\$16.99	\$11.00
SECRETS OF CLOSING THE SALE-PB		\$16.99	\$11.00
Life Lifters		\$17.99	\$11.75
Confessions of a Grieving Christian		\$17.99	\$11.75
Conversations With My Dog		\$14.99	\$ 9.75
God's Way is Still the Best Way		\$22.99	\$15.00
Confessions of a Happy Christian Trade Paperback		\$14.95	\$ 9.75
PERFORMANCE PLANNER		\$49.95	\$32.50
Zig Ziglar's Little Book of Big Quotes		\$ 1.50	\$ 1.00
See You At The Top 25th Anniversary Revised Edition		\$25.00	\$16.25
Better Than Good Creating a Life You Can't Wait to Live		\$21.99	\$14.25
The One Year Daily Insights		\$15.99	\$10.50
Embrace The Struggle		\$23.99	\$15.50
CDs			
BISCUITS, FLEAS, & PUMPHANDLES		\$ 9.95	\$ 5.00
USING VOICE INFLECTION		\$ 5.00	\$ 2.50
ZIG ZIGLAR'S SPIRITUAL JOURNEY CD		\$ 5.00	\$ 2.50
THE SELLING DIFFERENCE CD		\$129.00	\$64.50
HTSM CD 3 PK W/PLANNER		\$279.00	\$139.50
Secrets of Closing the Sale CD		\$169.00	\$84.50
Zig Ziglar Book of Proverbs 3 CD Set		\$ 39.95	\$20.00
A Conversation on Character		\$149.00	\$74.50
Strategies for Success 6 CD set		\$ 99.00	\$49.50
Christian Motivation for Daily Living 3 volume pack		\$ 59.99	\$30.00
A VIEW FROM THE TOP CD		\$ 99.00	\$49.50
New Courtship After Marriage CD		\$ 79.95	\$40.00
New Raising Positive Kids CD		\$ 79.95	\$40.00
DVDs			
Born To Win Library		\$149.00	\$74.50
Closes Volume I & II Combined DVD		\$199.00	\$99.50
SFS Blueprint for Achievement 1-6 DVD and CD		\$299.00	\$149.50
ZIGGET TRAINING 1-6 DVD		\$449.00	\$224.50
Strategies for Success Goals Program DVD w/Performance Planner		\$149.00	\$74.50

Quantity Pricing

Item	Price for 1	Price for 10	Price for 100
Quote Book	\$1.00	\$20.00 (bundle of 25)	\$ 70.00
I Like Pad	\$4.00	\$35.00	\$300.00
Round Tuit	\$.75	\$ 9.00 (bag of 25)	\$ 8.50/2+ bags
BTW Pin	\$5.00	\$50.00 (1 dozen)	\$ 40.00/2+ dozen
Fish and 7 Pin	\$5.00	\$50.00 (1 dozen)	\$ 40.00/2+ dozen
Silver Pump Pin	\$9.00	\$80.00 (1 dozen)	\$ 60.00/2+ dozen



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DISCLOSURE AND AUTHORIZATION

In connection with my application for employment (including volunteer and/or contract services) I understand that consumer reports which may contain public record information may be requested from Affordable Searches. These reports may include the following types of investigative information: names and dates of previous employers, reason for termination of employment, work experience, education, references, etc. I further understand that such reports may contain public record information concerning my driving record, workers' compensation claims, credit, bankruptcy proceedings, criminal records, etc., from federal, state, and other agencies which maintain such records.

I AUTHORIZE WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY AFFORDABLE SEARCHES TO FURNISH THE ABOVE MENTIONED INFORMATION.

I have the right to make a request to AS upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information and the recipients of any reports on me which AS has previously furnished within the two year period preceding my request.

I hereby authorize procurement of consumer report (s). If hired (or contracted) this authorization shall remain on file and shall serve as ongoing authorization for you to obtain consumer reports at any time during my employment (or contract) period.

SOCIAL SECURITY NUMBER

COUNTY OF RESIDENCE

DATE OF BIRTH* (mm/dd/yyyy)

OTHER LAST NAMES (INDICATE IF MAIDEN)

CURRENT ADDRESS

PREVIOUS ADDRESS

CITY, STATE, AND ZIP CODE

CITY, STATE, AND ZIP CODE

PRINT NAME (First / Middle / Last)

DRIVERS LICENSE NUMBER & STATE

FORMER RESIDENCES FOR LAST SEVEN (7) YEARS:

(1) _____
CITY / STATE / ZIP

(2) _____
CITY / STATE / ZIP

APPLICANT'S SIGNATURE

DATE

Applicants in CA, MN, and OK only: You have the right to receive a copy of the consumer credit report.

Please indicate if you would like to be furnished with one: ☐ Yes ☐ No

***NOTE: DOB IS FOR IDENTIFICATION PURPOSES ONLY**



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City: State: Zip:

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☐ **Check**

Check Number: (Make checks payable to: Ziglar, Inc.)

☐ **Credit Card**

Credit Card Type: ☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

☐ **Debit/Check Card**

☐ **Cash**

(You must check one)

Card Number:

Exp. Date:

Name as it appears on the card:

CVC:

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Customer Signature:

Total Purchase: