

~~435-649-3995~~
604-7244

Foundation For Senior Trainers

By accepting Training or Consulting assignments and acting as a Certified Senior Trainer for Quantum Management Systems and Douglas M. Yeaman, you agree to and will conduct yourself in and around the training in the following manner:

I Will

1. As and when I book or schedule a training with a client **BE** personally responsible for 1) Insuring that it has been approved by Quantum in advance and, 2) seeing that all forms and materials are ordered and are delivered on site. When Quantum books me, Quantum will be responsible for all forms and manuals; I may be asked to carry certain manuals with me.
2. Maintain at all times my own training kit which will include all necessary materials for the training. I understand that materials and supplies must meet certain standards and ^{will be} I am familiar with the vendor-supplier list and will insure that it meets those standards.
3. Keep my web calendar current and reflecting in real time my Quantum related schedule.
4. Be meticulous with regard to the Trainer's Information Sheets and License Agreements. I will see that they are sent Fedex or similar to Quantum monthly or by the end of each month.
5. Carefully maintain the quality of the standards set by Quantum and/or Douglas Yeaman and insure that any changes, alterations or suggestions are immediately communicated to Doug directly. If I observe issues with clients or participants I will handle directly with Doug and not with the client without direction.
6. Use only training notes and outlines created by me as trainer and approved by Quantum.
7. Keep a current biography and photo on the Quantum Web site and help in maintaining the website.
8. Endorse and acknowledge Douglas M. Yeaman as the source and author of the trainings and will encourage and support other trainings, secondary market materials, books and the website. Also, I will not encourage or through supportive reference endorse other trainings or services without the direct approval of Quantum.
9. Refer any new business related opportunities that arise out of my work with Quantum, the Training or participants or graduates. I also recognize that any spin-off or ancillary work that comes out of my work with Quantum shall belong to Quantum and then shared with me on some pre-negotiated basis. Any new clients or business opportunities shall first, be reviewed by Doug.
10. Fully report the results and dispositions of any trainings, client encounters or consulting activities at the end of each day or each completed training except as agreed by Doug. This report to be either by phone or email depending on the situation as determined by Quantum.
11. Provide participant evaluations of the trainer at the end of each training, and see that they are immediately forwarded to Quantum.

Signature Jean Faulk

Date 25 April 2008

Foundation For Training Videos

By accepting the Video DVD's and acting as a Certified Trainer for Quantum and the Site Licensee, you agree and will conduct yourself in and around the training in the following manner:

I WILL

1. Secure all DVD's, Videos and Trainer materials belonging to Quantum and I alone, shall be their keeper; and as such I shall insure that they are kept secure and under my personal and direct control.
2. Supervise attendance insuring participants are accountable for being on time to each module and returning on time from breaks.
3. Not smoke in direct presence of participants. *in/a*
4. Oversee the use of the concepts, materials and processes of the program by participants while they are in the program and I will insure that their use or application is consistent with the methods agreed to by Quantum.
5. Insure that the Videos are only viewed with a certified trainer present and then only as part of a formal training. They may never be viewed by themselves except by me for review and developing my own training skills.
6. Use only training notes and outlines created by me as trainer and approved by Quantum.
7. Remain in the training room for the duration of each session except for formal breaks, formally acting as trainer, either sitting in the back, off to the side or in the front of the room. While the video is playing I will be attentive and sit with participants viewing it.
8. No drugs or alcohol during training. All prescribed drugs are to be cleared with Quantum before training.
9. Be on site, with sufficient time to insure that the room is set to Quantum Standards. The logistics will always be as described in the Trainer's Logistics manual and I will insure that supplies and materials conform to Quantum's Standards.
10. Trainer's nametag shall be worn at all times during the training modules, and at all times be clearly visible.
11. Insure that each and every participant in the room has completed and signed a Trainers Information Sheet, License Agreement and Committed to the Foundation for the Training.
12. Copy for my company's records the License Agreements and I shall Fedex to Quantum, within 3 business days the License Agreements and the Trainers Information Sheets (together with business cards for those having them).
13. Dress while in a training capacity shall be business or at minimum (depending on marketplace) business casual. I will maintain while training an excellent, professional image.
14. Not take telephone calls, or accept interruptions or messages of any kind on my behalf into the training room. No magazines, newspapers or other non-training materials shall be read by me or displayed in the training room. This includes food, gum, drink cups, etc. My cell phone or pager will be turned off.
15. Shall keep up the Quantum-Company calendar with all scheduled training events, encourage agents to use it and am responsible to see that materials are ordered a minimum of 2 weeks in advance.

Signature *Jan Faulk*

Date *25 April 2008*

Foundation For Training Videos

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I Will

1. Secure all DVD's, Videos and Trainer materials belonging to Quantum and I alone, shall be their keeper; and as such I shall insure that they are kept secure and under my personal and direct control.
2. Supervise attendance insuring participants are accountable for being on time to each module and returning on time from breaks.
3. Not smoke in direct presence of participants. *don't smoke!*
4. Oversee the use of the concepts, materials and processes of the program by participants while they are in the program and I will insure that their use or application is consistent with the methods agreed to by Quantum.
5. Insure that the Videos are only viewed with a certified trainer present and then only as part of a formal training. They may never be viewed by themselves except by me for review and developing my own training skills.
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15. Shall keep up the Quantum-Company calendar with all scheduled training events, encourage agents to use it and am responsible to see that materials are ordered a minimum of 2 weeks in advance.

Signature *Juan Faulk*

Date *25 April 2008*



License for Trainers

Conditional License Agreement

By being trained in or using any of the materials, concepts from and/or trainings titled: JTM™, Journey To Mastery™, Sales Environment Learning Laboratory™, S.E.L.L.™, Prestige Home Tour™, Quantum Home Tour™, Mega Openhouse™, Probing and Committing Communication™, the related training manuals and other materials (all of the materials, concepts, trainings, manuals, etc., are hereinafter referred to as the "Quantum Training™ Programs"), you accept the terms of this Agreement as follows:

1. **Conditional License.** You are granted a non-exclusive license to use the following trademarks associated with the Quantum Training™ Programs: JTM™, Journey to Mastery™, Sales Environment Learning Laboratory™, S.E.L.L.™, Quantum Home Tour™, Prestige Home Tour™, Mega Openhouse™, Probing and Committing Communication™. Douglas M. Yeaman and Quantum **loan you the Video materials and DVD's** and grant you a conditional non-exclusive license to the use copyright in the video tapes, manuals, signs or other materials supplied hereunder in connection with the above listed trademarks or the Quantum Training™ Programs, the information contained in such video tapes, manuals, signs and other materials and the training provided in connection with the Quantum Training™ Programs. The above-mentioned trademarks and other Quantum Training™ Program materials are proprietary and the intellectual property of Douglas M. Yeaman and Quantum Management Inc. ("Licensor") and with your use and training of, you both acknowledge and agree to such.

2. **Conditions of License.** a. You, the licensee, are continuously and actively affiliated with the Licensor, in this instance, Douglas M. Yeaman. b. You, the licensee, conduct all Quantum Training™ Programs in strict accordance with the trained and instructed procedures and use any and all Quantum Training™ Program manuals and other materials exactly as directed. c. That you personally insure that each and every participant in any Quantum Training™ Program you are the Trainer or Facilitator for has entered into an applicable Conditional License Agreement/s as a condition of their participation. d. The inclusion of any part of the Quantum Training™ Programs or variation of the Quantum Training™ Programs into other non-Quantum company programs is only made after obtaining specific written authorization from Licensor.

3. **Proprietary Rights and Obligations.** The Quantum Training™ Programs trademarks, copyrights, structure, organization, information, material, trainings, processes and manuals are owned by and the property of Licensor and are protected by United States copyright laws and international treaty provisions. You agree not to make or have made, or permit to be made, any copies of videotapes, manuals, signs or other Quantum Training™ Programs materials, or any portions thereof except as specifically authorized in writing. You agree not to modify, adapt, translate, reverse, disassemble or create derivative works based on, but not limited to: the video tapes, manuals, signs or other Quantum Training™ Program materials. Trademarks shall be used in accordance with accepted trademark practices.

It is your responsibility to make sure that persons involved in the delivery or direct management of the Quantum Training™ Programs do so strictly in accordance with terms of this Agreement. You shall further agree to not disclose the content of the Quantum Training™ Programs to anyone other than as authorized in the Quantum Training™ Program materials. In addition, you agree that any use of the Quantum Training™ Programs materials must conform to the provisions set forth in the Quantum Training™ Program materials. You also agree to not train nor disclose information about the training nor allow anyone to participate in the training where the purpose is to export the training to a use outside of his or her own personal business and in a non-training and non-plagiarizing capacity. You also agree to keep all trainer materials strictly secure and under your direct control. Any loss will be immediately reported to Quantum and or Douglas M. Yeaman.

4. **Assignment.** Your rights granted under this Agreement may not be assigned in whole or in part to anyone.

5. **Termination.** Your rights under this Agreement shall automatically terminate without notice if you do not comply with the conditions of the license granted hereunder or if the. Otherwise, your rights under this Agreement are effective until terminated by either party for any reason upon written notice and shall continue exclusively at the discretion of Licensor. Upon termination of this Agreement for any reason, you will destroy Quantum Training™ Programs original materials, related materials and any copies of such and cease all use of the trademarks and discontinue any variation of the Quantum Training™ Programs trainings and procedures. You agree to provide documented proof of such destruction and an affidavit of disposal.

6. **Entire Agreement.** You acknowledge that you have read this Agreement, understand it and that it is the complete and exclusive statement of the agreement between Licensor and you relating to the subject matter of this Agreement, and that your obligations under this Agreement shall inure to the benefit of Licensor, whose rights are being licensed under this Agreement. No variation of the terms of this Agreement will be enforceable against Licensor unless Licensor gives its express consent in writing. In the event of enforcement action by Licensor, you agree to pay all attorney's fees and court costs.

Licensor _____

By: _____

Name: _____

Its: _____

Date: _____

licensee

By: Jean FaulkName: Jean Faulk

Its: _____

Date: 25 April 2008

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The Power Of Commitment License Agreement for Trainers.pmd

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**QUANTUM
MANAGEMENT
SYSTEMS**