

ICON

Ecommerce Brand Accelerator Program

Scope of Responsibility & Program Agreement

Prepared by Adam Ginsberg

CONFIDENTIAL

1. Program Overview

The ICON Ecommerce Brand Accelerator Program is a premium, done-with-you program designed to take clients from concept to a fully operational, multi-channel supplement brand. Under the direct mentorship of Adam Ginsberg, clients will launch a custom-branded supplement line sold across multiple ecommerce platforms. This document defines the scope of responsibility for both ICON (the company) and the Client (the program participant).

2. Investment & Payment Structure

2.1 Total Program Investment

The total investment for the ICON Program is \$50,000 USD, structured as follows:

Payment Component	Amount
Initiation Payment (due upon enrollment)	\$25,000
Performance-Based Balance	\$25,000

2.2 Performance-Based Payment Terms

The remaining \$25,000 balance is paid through a performance-based model tied to the Client’s net profits:

- Once the Client earns their first \$25,000 in cumulative net profit from the program, a 10% royalty on net profits will commence.
- The 10% royalty continues until the remaining \$25,000 balance is paid in full.
- Net profit is defined as gross revenue minus cost of goods sold (COGS), advertising spend, marketplace fees, shipping costs, and platform-specific fees.
- Royalty payments are due monthly, within 15 days of the close of each calendar month.
- Client shall provide monthly profit and loss statements for verification.

2.3 Payment Terms

- The initiation payment of \$25,000 is non-refundable once work has commenced.
- Payment plans for the initiation fee may be available at ICON’s sole discretion.
- All payments are in US Dollars.

3. ICON Responsibilities (What We Deliver)

ICON is responsible for the following deliverables and services:

3.1 Brand Development

- **Logo Design:** Professional logo creation including primary logo, secondary marks, and brand guidelines.
- **Brand Identity:** Color palette, typography selection, and visual brand standards.
- **Product Label Design:** Compliant supplement label design for all selected products, including Supplement Facts panels.

3.2 Website Development

- **Custom WordPress/WooCommerce Website:** Fully built, conversion-optimized ecommerce website.
- **Product Pages:** High-converting product pages with professional copy, images, and calls to action.
- **Website Graphics:** Custom homepage banners, category images, and promotional graphics.
- **Product Photography/Mockups:** Professional product images and 3D mockup renders for all SKUs.
- **Mobile Optimization:** Fully responsive design optimized for mobile conversion.
- **SEO Foundation:** On-page SEO setup including meta titles, descriptions, schema markup, and site structure.
- **Core Pages:** Home, Shop, About, Contact, FAQ, Privacy Policy, Terms of Service, Shipping & Returns.

3.3 Product Sourcing & Fulfillment

- **Supplement Selection:** Client will choose from a curated catalog of pre-formulated, high-quality supplements to build their product line.
- **Private Labeling:** All products will be private-labeled under the Client's brand.
- **Initial Inventory:** The program includes up to \$5,000 in initial product inventory at wholesale cost. This starter inventory is included in the program investment and is intended to stock the Client's initial launch across all active sales channels.
- **Wholesale Pricing & Reorders:** A wholesale pricing list and minimum order quantities (MOQs) will be provided to the Client for all future inventory orders beyond the initial \$5,000 allocation.
- **Fulfillment Coordination:** ICON will coordinate order fulfillment and shipping logistics.
- **Amazon FBA Prep:** No prep fees will be charged to send items to Amazon fulfillment centers.
- **Dropshipping (FBM):** A minimum dropshipping fee of \$3.50 per order applies for Fulfilled by Merchant (FBM) orders.
- **Inventory Management:** ICON will advise on inventory levels and reorder points across all channels.

3.4 Multi-Channel Marketplace Setup

ICON will create, optimize, and manage product listings on the following platforms:

- Amazon (Seller Central – FBA and FBM)
- Walmart Marketplace
- TikTok Shop
- eBay
- Client's own branded website (WooCommerce)

Listings will include optimized titles, bullet points, descriptions, A+ Content / Enhanced Brand Content (where applicable), backend keywords, and professional imagery.

3.5 Advertising Management

- **Ad Account Setup Assistance:** ICON will provide hands-on guidance and assistance with the setup and configuration of all advertising accounts across applicable platforms, including Amazon Advertising, Walmart Connect, TikTok Ads Manager, Meta Business Manager, and Google Ads.
- **Strategy Development:** Custom advertising strategy across all active platforms.
- **Campaign Setup & Optimization:** Creation and ongoing management of paid advertising campaigns including Amazon PPC (Sponsored Products, Sponsored Brands, Sponsored Display), Walmart Connect Ads, TikTok Ads, Meta/Facebook Ads (if applicable), and Google Shopping / Performance Max Ads (if applicable).
- **Advertising Management Fee:** ICON charges a management fee equal to 10% of the Client's total monthly advertising spend across all managed platforms. This fee is in addition to the ad spend itself and is billed monthly.
- **Image Ad Creative:** ICON will produce static image ad creative assets as needed for campaigns at no additional charge.
- **Video Ad Creative:** Video ad production (including product videos, UGC-style content, and social media video ads) is available at an additional cost. Pricing for video ad production will be quoted on a per-project basis and must be approved by the Client before production begins.
- **Reporting:** Regular performance reports with key metrics, insights, and recommendations.

3.6 Mentorship & Strategic Guidance

- **Direct Access to Adam Ginsberg:** One-on-one mentorship and strategic guidance throughout the program.
- **Business Strategy:** Pricing strategy, competitive positioning, product selection guidance, and growth roadmap.
- **Ongoing Support:** Regular check-ins and communication via agreed-upon channels (Zoom, phone, email, messaging).
- **Education:** Training on reading marketplace analytics, understanding advertising metrics, and making data-driven decisions.

4. Client Responsibilities (What You Own)

The Client is responsible for the following:

4.1 Account Setup & Ownership

The Client must create and maintain all third-party accounts in their own name. ICON will provide guidance, instructions, and hands-on assistance with the setup of all accounts. These accounts are the Client’s property and remain so regardless of program status. Required accounts include, but are not limited to:

- Amazon Seller Central account
- Walmart Marketplace seller account
- TikTok Shop seller account
- eBay seller account
- Advertising accounts (Amazon Advertising, TikTok Ads Manager, Meta Business Manager, Google Ads, etc.)
- PayPal and/or Stripe payment processing accounts
- Domain registrar account (GoDaddy, Namecheap, etc.)
- Web hosting account
- Google Analytics & Google Search Console
- Social media business accounts (Instagram, Facebook, TikTok, etc.)
- Business email account

4.2 Ongoing Financial Obligations

The Client is responsible for all recurring and variable costs associated with running their business, including but not limited to:

Expense Category	Description	Estimated Range
Advertising Spend	Budget for all paid ad campaigns across platforms	Varies by strategy
Ad Management Fee	10% of monthly ad spend, paid to ICON	10% of ad spend
Web Hosting	Monthly hosting for WordPress site	\$20 – \$100/mo
Domain Name	Annual domain registration	\$10 – \$20/yr
WordPress Plugins	Agreed-upon premium plugins (SEO, security, etc.)	Varies
Marketplace Fees	Amazon, Walmart, eBay, TikTok selling fees	Per platform terms
Amazon Seller Subscription	Professional selling plan	\$39.99/mo

Product Inventory	Cost of goods for inventory orders beyond initial \$5,000	Varies by volume
Video Ad Production	Optional video ad creative (quoted per project)	Varies
Shipping to Customers	Shipping costs on FBM / direct orders	Varies
Business Formation	LLC, EIN, business licenses as needed	Varies by state
Sales Tax Compliance	State sales tax registration and remittance	Varies

4.3 Client Participation & Engagement

- Be responsive and available for scheduled strategy calls and check-ins.
- Review and approve brand assets, product selections, and listings in a timely manner (within 48 hours when possible).
- Provide honest and complete financial reporting monthly.
- Actively participate in the learning process and implement recommendations.
- Treat this as a real business – your results are directly tied to your engagement and commitment.

4.4 Legal & Compliance

- Form a legal business entity (LLC recommended) and obtain an EIN.
- Register for applicable state and local business licenses.
- Comply with all sales tax obligations (collection and remittance).
- Maintain appropriate business insurance (general liability recommended).
- Comply with all marketplace terms of service and policies.
- Adhere to FDA and FTC regulations regarding supplement marketing claims.

5. Product Details & Supplement Catalog

5.1 Product Selection

Clients will select products from ICON’s curated supplement catalog. The catalog includes a range of categories such as:

- Vitamins & Minerals
- Sports Nutrition & Pre-Workout
- Weight Management
- Gut Health & Probiotics
- Sleep & Relaxation
- Immune Support
- Beauty & Collagen
- General Wellness

The specific product catalog, wholesale pricing list, and minimum order quantities (MOQs) will be provided during the onboarding phase. ICON reserves the right to update the catalog and pricing periodically based on supplier availability and market conditions.

5.2 Initial Inventory Allocation

The program includes up to \$5,000 in initial product inventory at wholesale cost. This allocation is intended to provide sufficient launch stock across the Client’s active sales channels. The Client will work with ICON to determine the optimal product mix and quantity allocation for launch. Any inventory required beyond the initial \$5,000 allocation is the Client’s financial responsibility at wholesale pricing.

5.3 Compliance & Labeling

- All supplement labels will comply with FDA labeling requirements for dietary supplements.
- ICON will handle label design; Client is responsible for reviewing and approving all label content.
- No medical claims, disease claims, or unapproved health claims may be made in any listing, advertisement, or marketing material.

6. Fulfillment & Shipping Details

Fulfillment Method	Details
Amazon FBA	Products shipped to Amazon fulfillment centers. No prep fees charged. Amazon handles pick, pack, and ship. Amazon FBA fees apply per Amazon’s fee schedule.

Fulfilled by Merchant (FBM)	Orders shipped directly to customers. Minimum dropshipping fee of \$3.50 per order. Applicable for Amazon FBM, eBay, Walmart, and website orders.
Website Orders	Fulfilled via FBM dropship model (\$3.50 minimum per order) or through a third-party fulfillment center as agreed.
TikTok Shop	Fulfillment method determined based on TikTok Shop requirements and order volume.

Shipping rates, carrier selection, and delivery timelines will be determined during the onboarding process and may vary by product weight, dimensions, and destination.

7. Advertising & Marketing

7.1 Advertising Management

ICON manages all advertising campaigns on behalf of the Client. This includes strategy, setup, optimization, and reporting. The Client pays for all ad spend directly through their advertising accounts. ICON charges a management fee of 10% of the Client’s total monthly advertising spend across all managed platforms, billed monthly in addition to the ad spend itself.

7.2 Ad Creative

Image Ads: ICON will produce static image ad creative (banners, product images, lifestyle graphics, carousel images) at no additional charge as part of the program.

Video Ads: Video ad production (including product videos, UGC-style content, social media video ads, and promotional video content) is available at an additional cost. Video projects will be quoted individually and must be approved by the Client in writing before production begins. Video ad costs are separate from and in addition to the program investment.

7.3 Recommended Starting Budgets

ICON will recommend advertising budgets based on the Client’s goals, product margins, and competitive landscape. As a general guideline:

- Amazon PPC: \$500 – \$2,000/month to start
- TikTok Ads / Meta Ads: \$500 – \$1,500/month to start
- Google Ads: \$300 – \$1,000/month to start

These are starting recommendations and will be adjusted based on performance data and growth objectives. The Client has final approval over all ad spend levels.

7.4 What Advertising Does Not Include

- Influencer fees or affiliate commissions (if pursued, these are additional Client costs).
- PR or press placement services.

- Physical event marketing or trade show expenses.

8. Program Timeline & Milestones

The following is a general timeline for the ICON Program. Actual timelines may vary based on Client responsiveness, product availability, and marketplace approval processes.

Phase	Timeline	Key Activities
Phase 1: Onboarding	Weeks 1–2	Kickoff call, product selection, brand questionnaire, account setup guidance
Phase 2: Brand Build	Weeks 2–4	Logo design, brand identity, label design, product mockups
Phase 3: Website Build	Weeks 3–6	Website design, product page creation, copywriting, SEO setup
Phase 4: Marketplace Setup	Weeks 4–8	Amazon, Walmart, eBay, TikTok Shop listing creation and optimization
Phase 5: Launch	Weeks 6–10	Inventory stocking, ad account setup, advertising campaign launch, optimization
Phase 6: Growth & Optimization	Ongoing	Performance monitoring, ad optimization, scaling strategy, mentorship

9. Intellectual Property & Ownership

- **Brand Assets:** All logos, brand elements, product labels, and website designs created for the Client’s brand become the Client’s property upon full payment of the \$50,000 program investment.
- **Website:** The Client’s WordPress website and all associated content, copy, and media become the Client’s property upon full payment.
- **Product Listings:** Marketplace listing content created by ICON becomes the Client’s property upon full payment.
- **ICON Systems & Processes:** ICON’s proprietary systems, processes, supplier relationships, and business methodologies remain the exclusive property of ICON and may not be shared, reproduced, or distributed.
- **Pending Full Payment:** Until the full \$50,000 investment is paid, ICON retains a lien on all created brand assets and deliverables.

10. Confidentiality & Non-Disclosure

Both parties agree to maintain the confidentiality of proprietary information shared during the program. This includes but is not limited to:

- ICON's supplier relationships, pricing, and fulfillment processes.
- ICON's business strategies, advertising methods, and proprietary tools.
- Client's business financial data, customer data, and sales information.
- The terms of this agreement.

This confidentiality obligation survives the termination of the program.

11. Termination & Refund Policy

11.1 Termination by Client

- The Client may terminate the program at any time by providing 30 days written notice.
- The \$25,000 initiation payment is non-refundable once work has commenced.
- Any outstanding balance under the performance-based payment model remains due and payable.
- Upon full payment, all deliverables and brand assets transfer to the Client.

11.2 Termination by ICON

- ICON reserves the right to terminate the program for cause, including but not limited to: non-payment, breach of confidentiality, misrepresentation, or failure to engage in good faith.
- In the event of termination by ICON for cause, no refund of the initiation payment will be issued.

11.3 Client Withdrawal Without Full Payment

In the event that the Client withdraws from the program, becomes non-responsive, or otherwise ceases participation before the full \$50,000 program investment has been paid:

- The Client forfeits all rights to any deliverables, brand assets, website files, product listings, ad accounts managed by ICON, and any other work product created by ICON during the program.
- ICON retains full ownership of all created materials and is under no obligation to release, transfer, or provide any deliverables to the Client.
- The Client shall have no claim, cause of action, or recourse against ICON for any deliverables, services rendered, or work product created prior to or after withdrawal.
- The \$25,000 initiation payment remains non-refundable.
- Any amounts paid toward the performance-based balance are non-refundable.
- ICON may, at its sole discretion, repurpose, resell, or otherwise utilize any brand assets, designs, or materials originally created for the Client.

11.4 Post-Termination (Full Payment Completed)

Upon termination where the full \$50,000 investment has been paid, the Client will receive all brand assets, login credentials, and deliverables. ICON will provide a reasonable transition period of 30 days to hand off all accounts and materials.

12. Force Majeure, Death & Incapacity

12.1 Death or Permanent Incapacity of Client

In the event of the Client's death or permanent incapacity (as certified by a licensed physician) during the program:

- The program shall be deemed terminated as of the date of death or certification of incapacity.
- The \$25,000 initiation payment is non-refundable.
- No further performance-based royalty payments shall be owed.
- All deliverables completed as of the date of termination shall be released to the Client's estate or designated legal representative, regardless of whether the full \$50,000 has been paid, as a matter of good faith.
- The Client's estate or legal representative shall have 90 days to request transfer of all brand assets, accounts, and deliverables.
- ICON shall make reasonable efforts to facilitate a smooth transition and provide necessary credentials and files to the estate's designated representative.

12.2 Death or Permanent Incapacity of Adam Ginsberg

In the event of the death or permanent incapacity of Adam Ginsberg during the program:

- ICON will make commercially reasonable efforts to assign a qualified replacement mentor to continue the program.
- If ICON is unable to provide a suitable replacement within 60 days, the Client may elect to terminate the program.
- In the event of such termination, the Client shall receive a prorated refund of the initiation payment based on the percentage of the program timeline not yet completed, as reasonably determined.
- All deliverables completed as of the date of termination shall be released to the Client regardless of whether the full \$50,000 has been paid.
- Any outstanding performance-based royalty balance shall be forgiven.

12.3 Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including but not limited to: natural disasters, pandemics, government actions, war, terrorism, civil unrest, or widespread internet or infrastructure failures. If a force majeure event continues for more than 90 consecutive days, either party may terminate this agreement with written notice, and the parties shall negotiate in good faith regarding any refund or credit.

13. Disclaimers & Limitations

- **No Income Guarantee:** ICON does not guarantee any specific level of revenue, profit, or business success. Results vary based on market conditions, product selection, Client effort, advertising investment, and many other factors.
- **Third-Party Platforms:** ICON is not responsible for changes to marketplace policies, fee structures, algorithm changes, or account suspensions enacted by Amazon, Walmart, eBay, TikTok, or any other third-party platform.
- **Regulatory Compliance:** While ICON will provide guidance on supplement marketing compliance, the Client is ultimately responsible for ensuring all marketing claims comply with FDA, FTC, and applicable state regulations.
- **Business Risk:** Starting and operating a business involves inherent risk. The Client acknowledges they are entering into this program with a full understanding of the risks involved.

14. Acknowledgment & Agreement

By signing below, both parties acknowledge that they have read, understood, and agree to the terms outlined in this Scope of Responsibility document.

<p>ICON – Adam Ginsberg Date: _____</p>	<p>Client Name (Print): _____ Date: _____</p>
---	---