

The following is the binding agreement for any person or organization working with the Company, and constitutes your acceptance of this agreement, the effective date of which is the date that you are provided access to this interface.

## RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is dated as of \_\_\_\_\_, between **The Training Center Group** ("Company"), with a business address of 5755 North Point Parkway, Suite 227, Alpharetta, Georgia 30022, and \_\_\_\_\_ ("Content Provider"), with a business address of \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants below and other good and valuable consideration, the parties hereby agree as follows:

1. The Company aggregates and sells conferences, events, seminars, licensing, designations, CE, and other training courses and products for HR, Accounting, Banking, Insurance, Financial Services, Health Care, Real Estate, Mortgage, and other industries. The Content Provider provides similar products and services to some or all of the same communities.
2. The Content Provider hereby allows the Company to resell any or all of its mutually agreed-upon content, and agrees to provide course information, pricing, tax, and any other information needed to market and sell its products or services in the format required by the Company. The Company will pay the cost of its marketing and distribution efforts, and sell the Content Provider's content at the Content Provider's regular or non-member pricing, unless otherwise agreed to.
3. The Company is responsible for transacting all orders and the Content Provider is responsible for order fulfillment. The Company will promptly process orders placed by customers for the Content Provider's products through the Company's and its Distribution Partners' websites, and notify the Content Provider of such orders via the email address registered by the Content Provider. Content Provider agrees to fulfill or enroll orders for seminars, conferences, books, CDs, and any other physical products as quickly as possible; and, if products is an online, audio, or other electronically formatted program, to provide access for launching such program through the Company's website(s).
4. The Company agrees to provide the Content Provider a web-based interface for loading the Content Provider's course, seminar, product, Expert, Speaker, Coaching, or other applicable content. Content Provider is responsible for loading its content, and agrees to do so within 30 days of the date of this agreement, unless it requests the Company to perform this service, in which case a one-time fee of \$295 applies.
5. The Company agrees to provide the Content Provider a web-based interface for order notification, tracking, and reconciliation, and to pay to the Content Provider the retail price minus 40% for commissions and order processing, credit card, and administrative fees on all revenues collected for the Content Provider's products and services. Company agrees to make commission payments no later than 30 days after the month in which the sale(s) occur.
6. The Content Provider agrees to assist, whenever Content Provider deems it necessary, in the sale of its content, and agrees that any sales generated as a result of such effort are subject to this Agreement and the commission schedule included herein, provided such sales are made and processed through the Company's website. For leads provided by the Company that the Content Provider turns into a sale and processes itself, the Content Partner agrees to pay the Company 10% of the selling price within 30 days of payment from the customer.
7. During the term of this Agreement, the Content Provider grants the Company the license to market and distribute its course(s); provided, however, that such license does not prohibit either from developing, updating, marketing, and selling its content independently of the other. The Content Provider hereby grants the Company a non-exclusive, revocable license to use the Content Provider's trademarks, trade names, logos, and designs ("marks"), plus agrees to provide a link to Company's website for the purpose of generating leads for the sale of its courses and products. The Content Provider reserves all rights in its marks, including all intellectual property rights therein. The Company's license hereunder shall terminate upon the expiration of the term of this Agreement or earlier termination as set forth herein. In the event of termination of the license hereunder, the Company shall, as soon as practical after such termination but in no event later than ten days after the effective date of such termination, cease using all Content Provider's marks and shall remove all Content Provider's marks from its materials, including its web site, unless such use is otherwise permitted by applicable law and jointly agreed to by the parties hereunder. Passwords for access to course(s) or other proprietary information

of the Content Provider shall only be disclosed by the Company in accordance with written authorization by the Content Provider.

8. The term of this Agreement shall be for one year from the date hereof, unless earlier terminated or extended as provided for herein. Upon the expiration of the then-existing term, the term of this Agreement shall automatically be extended for an additional year unless either party notifies the other in writing within 30 days of the expiration of the then-existing term that such party desires to terminate this Agreement at the end of the then-existing term. Either party may terminate this Agreement at any time for cause, which, for purposes of this Agreement, is defined as a material breach of this Agreement if, after ten days' prior written notice, the other party fails to adequately cure the alleged material breach of this Agreement, or in the event the web site of either party (a) promotes sexually explicit material, (b) promotes violence, (c) promotes discrimination based on race, sex, religion, national origin, disability, sexual orientation, or age, or (d) promotes illegal activities and/or violates the intellectual property rights of any other person or entity, this Agreement may be promptly terminated by the other party upon 24 hours' notice.
9. Each party agrees to indemnify and hold the other and its respective officers, directors, employees, and volunteers harmless from and against any and all damages resulting from or arising out of: (a) its website or any other activities, including, but not limited to, the infringement of any third party's intellectual property rights; (b) the content and administration of a Course; (c) misrepresentation, and; (d) any breach of any covenant or agreement to be performed.
10. No waiver of any breach of any term or condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach. No such waiver shall prevent the subsequent enforcement of such term or condition or be deemed a waiver of any subsequent breach of such term or condition, nor shall such waiver in any way affect any other term or condition of this Agreement.
11. All notices to the other party hereunder shall be in writing and shall be given to such party at the address set forth below, or at such other address as such party may, hereafter, specify in writing for such purposes. Except as noted below for termination notice, each such notice shall be effective when received at the address set forth below:

*To the Company at:*

*To the Content Provider at:*

The Training Center Group  
Attn: Charles Bross, President  
9715 Rod Road, Suite A  
Alpharetta, Georgia 30022  
770-410-1219

In addition to the above notice requirements, a notice of termination shall also be sent by certified mail addressed to the business address of the affected party and shall be deemed to have been given upon the certified date of receipt.

11. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereunder; provided, however, that this Agreement and all rights thereunder shall not be assigned by either party without the written consent of the other.
12. This Agreement contains the entire understanding of the parties with respect to the subject matter contained therein. Each party represents and warrants to the other that it has full right, power, and authority to enter into and fully perform its obligations under this Agreement, and that this Agreement shall not in any respect be deemed to create a partnership, joint venture, or other business combination between Company and Content Provider. No changes or modifications to this Agreement shall be valid unless in writing and signed by both parties thereto. The persons who sign below represent and warrant that each has the power, legal capacity and requisite authority to sign this Agreement for and on behalf of the party for which he/she signs.
13. This Agreement and the rights and obligations of the parties thereunder shall be interpreted according to the laws of the State of Georgia.

For The Training Center Group

For Content Provider

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Charles Bross, President

