

SMARTREV AGREEMENT

This Agreement ("Agreement") is dated as of _____, between **TrainingCenter** ("Company"), with a business address of 9715 Rod Road, Suite A, Alpharetta, Georgia 30022, and _____ ("Partner"), 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:

- a. The Company offers training and other services for the HR, Insurance, Financial, Bank, Accounting, Health Care, Real Estate, Mortgage, Sales, Safety, and other verticals. The Partner provides services to the same communities.
- b. Partner wishes to be a reseller for some of the Company's listed content or services.

I. CONTENT

1. The Company hereby allows the Partner to list or sell any or all of its mutually agreed-upon content from the service areas listed below. Company will provide program titles, descriptions, pricing – and at its discretion - text and tile ads and other support necessary to help promote and sell such content or services.

Partner to check all desired services:

- Events Calendar
- Training & Education
- Vendor Directory
- Expert, Coach, or Speaker Directory
- Other:

2. Partner agrees to place content on its website(s) using the coding provided by the Company, and to actively promote such services through (a) direct links from its menu bar; (b) through email or other such promotions; and (c) through print or other such promotions, all as described in Addendum A. Partner agrees to pay the cost of its own marketing and distribution efforts, and sell the Company-provided content at the listed price unless otherwise agreed to in writing in advance.
3. Partner retains the right to place advertising or sponsorships on the pages provided by the Company, as long as Company-provided content appears not less than 250 pixels from the top of the page.
4. Partner to keep: 100% of all advertising and sponsorships it sells on its own pages, and 50% of commissions generated from sales of Company-provided products, services, or events.
5. Unless otherwise agreed to, the Company is responsible for all order processing. It agrees to track sales, provide Partner with sales activity reporting, and to pay to the Partner 10% of all revenues collected for sales of products and services generated from the Partner's website(s), emails, oral, or other marketing efforts, except for Industry Calendar events, for which the Partner to earn a 50% commission on all sales. Company agrees to make commission payments no later than 30 days after the month in which the sale(s) occur.
6. Partner may submit, forward, or refer individuals or organizations interested in being listed in the Company's Expert, Coaching, Vendor, or Speakers directories. The Company agrees to review all such applications, and to pay Partner 25% of any applicable enrollment fees.

II. GENERAL TERMS & CONDITIONS

1. During the term of this Agreement, the Company grants the Partner the license to market and distribute its listed content, provided, however, that such license does not prohibit either from developing, updating, marketing, and selling its content independently of the other.

The Company hereby grants the Partner a non-exclusive, revocable license to use the Company's trademarks, trade names, logos, and designs ("marks") for the purpose of generating leads for the sale of its products. The Company and the Partner reserve all rights to their 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 Partner's marks and shall remove all Partner'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 Partner shall only be disclosed by the Company in accordance with written authorization by the Partner.

2. The term of this Agreement shall be for five years 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.
3. 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.
 4. 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.
 5. 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.
 6. This Agreement contains the entire understanding of the parties with respect to the subject matter contained therein. 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.
 7. This Agreement and the rights and obligations of the parties thereunder shall be interpreted according to the laws of the State of Georgia.

III. PRICING

Partner agrees to the pricing schedule as follows.

Partner to select desired service:

- _____ Standard Affiliate Linking: Free
The landing page on your website has your look-and-feel and branding, but takes the viewer to the TrainingCenter website for transacting the sale.

- _____ Fully-Branded: \$1,995 One-Time Fee
All pages contain your look-and-feel and branding. We still handle all customer calls and questions, but you get advanced branding and advertising opportunities.

Both options include full commission tracking.

IV. NOTICES

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. Each such notice shall be effective when received at the address set forth below.

Termination notices shall 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.

To the Company at:

TrainingCenter
Attn: Charles Bross, President
9715 Rod Road, Suite A
Alpharetta, Georgia 30022
770-410-1219

To the Partner at:

Attn:

VI. EXECUTION

Signed and accepted by:

For TrainingCenter

For Partner

Charles Bross, President

Date

Date