

registrations, or rights in or for the Intellectual Property or any of Company's exclusive right, title and interest in the Intellectual Property.

c. Company shall have the right to adopt additional terms, conditions, policies and standards for the License.

3. Term. The term of this Agreement shall begin on the Effective Date and shall continue for a period of one (1) year, with automatic one-year renewals on the anniversary hereof, or until earlier terminated ("Term"). This Agreement may be terminated by either party upon written notice to the other party hereto.

4. Fee. Affiliate shall receive a fee of fifty percent (50%) of Company's course revenue for each Potential User that: (i) Affiliate refers to Company and (ii) which signs up for a unique program through Affiliate's code. Affiliate shall be entitled to such fee only if the Potential User uses the Affiliate's code at the time of sign-up. Such payments will be made to Affiliate within thirty (30) days following the date of Company's receipt of payment from the referred new client. All such payments shall be made on a 1099 basis and Affiliate shall be exclusively and solely responsible for all taxes associated with such fee. In the event of termination of this Agreement, Affiliate's code will be deactivated and all amounts earned through the date of termination will be paid to Affiliate.

5. Independent Contractor Status.

a. Not an Employee. Affiliate is an independent contractor of Company and not an employee of Company or any of its affiliates. Affiliate is not required to work exclusively for the Company.

b. Benefits. As an independent contractor, Affiliate hereby agrees that it shall be solely responsible to pay all applicable taxes arising from payments made to Affiliate by Company or any of its affiliates or subsidiaries, including, but not limited to, social security, self-employment taxes and disability insurance. Company shall not withhold any funds from Affiliate for tax or other governmental purposes, and Affiliate shall be responsible for the payment of same.

c. No Ability to Bind Company. Affiliate agrees to make no representations, warranties or commitments binding Company or any of its affiliates without Company's prior consent. Affiliate will not: (i) execute any agreement or contract on behalf of Company or any of its affiliates; (ii) hold itself out as having such authority to act or bind Company or any of its affiliates; or (iii) use the names, or trade names associated with Company or any of its affiliates, or their respective intellectual property, in any way not specifically authorized by this Agreement.

d. No Partnership, Franchise or Joint Venture. Nothing in this Agreement shall be construed to establish a partnership, franchise or joint venture between Affiliate and Company or its affiliates.

e. Expenses. Affiliate shall be solely responsible for all of its and its contractors, sub-contractors, agents and employees, expenses associated with travel, conferences, meetings, and sales business expenses incurred in pursuit of accounts or new business for Company, except to the extent such are pre-approved by Company, which approval shall not be unreasonably withheld.

6. Covenants.

a. Works Made For Hire. To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, marketing or sales materials, or other items prepared by Affiliate related hereto include material subject to copyright protection, such materials have been specially commissioned by Company and such shall be deemed “work for hire” as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as “work for hire” under applicable law, and to the extent such include material subject to copyright, patent, trade secret, or other proprietary rights protection, Affiliate hereby irrevocably and exclusively assigns to Company, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Affiliate rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Affiliate hereby irrevocably and unconditionally waives all enforcement of such rights. Affiliate shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement.

b. Return of Materials. Affiliate agrees that upon termination of this Agreement, Affiliate will return to Company all drawings, notes, memoranda, specifications, designs, writings, software, devices, sales and marketing materials, documents and any other material containing or disclosing any confidential information belonging to Company. Affiliate will not retain any such materials.

7. Warranties. Affiliate represents and warrants that Affiliate is not currently entered into, and shall not enter into, any agreement or obligation with any competing service of Company.

8. Indemnity. Affiliate agrees to indemnify, defend, and hold Company, its affiliates, clients, and their respective successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys’ fees) arising out of, any act or omission by Affiliate its agents, employees, officers, directors, managers, contractors or sub-contractors, or in connection with any breach of this Agreement by Affiliate. Company agrees to indemnify, defend, and hold Affiliate, its affiliates, clients, and their respective successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys’ fees) arising out of, any act or omission by Company its agents, employees, officers, directors, managers, contractors or sub-contractors, or in connection with any breach of this Agreement by Company.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein. Any modification or amendment of this Agreement may only be made by a written Agreement signed by both parties.

10. Attorney's Fees. In any action or proceeding commenced by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and filing fees, as determined by the court.

11. Governing Law, Jurisdiction and Venue. This Agreement and all matters and issues collateral thereto shall be governed by the laws of the State of Colorado without regard to its conflicts of laws principles. The parties agree that any and all controversies or claims arising out of or relating to this Agreement, or breach thereof, shall be decided in the state District court situated in Arapahoe County, Colorado, and that such court shall have exclusive jurisdiction, including *in personam* jurisdiction, and shall be the exclusive venue for any and all such controversies and claims, except as otherwise unanimously agreed upon by the parties. Each party understands that each has a constitutional right of due process which guarantees that each party must have minimum contacts with the State of Colorado prior to the exercise by a Colorado court of *in personam* jurisdiction over any party and said constitutional right is hereby expressly waived by each party.

12. Default; Notice. The parties acknowledge and agree that a breach or threatened breach by Affiliate of any terms or conditions contained in this Agreement, will cause immediate and irreparable harm and damage, and that monetary damages will be inadequate to compensate Company for such breach. Accordingly, the parties agree that Company shall, in addition to any other remedies available to Company at law or in equity, be entitled, without posting bond or other security, to seek an injunction from any court of competent jurisdiction enjoining and restraining any breach or threatened breach of the terms or conditions of this Agreement by Affiliate.

13. Binding Agreement. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns, but no assignment shall relieve the parties hereto or their successors and assigns of their respective obligations hereunder.

14. No Assignment. Neither party may assign this Agreement or its rights or obligations hereunder without the express written consent of the other party hereto, which consent may be withheld, conditioned, or delayed in the sole and absolute discretion of such party.

15. Time of Essence. Time of the essence in this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts (including by means of signature pages delivered by electronic transmission in portable document format (.pdf)), all of which taken together will constitute one and the same instrument.

[Signature Page Follows]

WHEREFORE, the parties hereto have executed this Affiliate Agreement on the date first above written.

COMPANY:

Exit Factor, LLC,
a Colorado limited liability company

AFFILIATE:

a _____,

By: _____
Name:
Title:

By:: _____
Name:
Title: