

Unless otherwise agreed in writing, 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.

PRESENTER'S AGREEMENT

This Agreement is entered into as of the ____ day of _____, 20__, between HRcertification.com Seminars, LLC (the "Company") and _____ (the "Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services and requirements set forth herein and/or as required by the Company, and the Contractor hereby accepts such engagement.

2. Duties and Compensation. The Company is in the business of, among other things, conducting in-person seminars and other training courses. The Contractor's duties and compensation schedule shall be as set forth in the Duties and Compensation Schedule attached hereto as Exhibit A, which may be amended in writing from time to time, and which is hereby incorporated by reference. The Contractor holds himself or herself out as an expert in the subject area he or she teaches.

3. Expenses. The Contractor shall be responsible for all of his or her own expenses, including but not limited to all out-of-pocket and travel expenses, which are incurred in connection with the performance of the duties hereunder.

4. Errors or Omissions. The Contractor holds himself or herself out as an expert on the topic or topics about which he or she agrees to present on behalf of the Company. The Contractor agrees that he or she shall be solely responsible for any errors or omissions he or she may make in the performance of his or her duties hereunder. The Contractor agrees to hold the Company harmless for any claims or liabilities resulting from his or her errors or omissions. The Contractor further agrees to indemnify the Company for any losses resulting from his or her errors or omissions.

5. Failure to Appear. If, for any reason, the Contractor fails to appear for a scheduled seminar at the time and location agreed upon in advance by the Contractor and the Company, the Contractor shall be liable for any and all losses sustained by the Company as a result of his or her failure to appear. In the event the Contractor fails to appear for a scheduled seminar the anticipated losses would include, but not be limited to: refunds to all registered participants, reimbursement of travel and lodging expenses for all registered participants, and any other losses arising from the Contractor's failure to appear.

6. Inventions. Any and all inventions, discoveries, developments, and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company, and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments, and innovations conceived by the Contractor prior to the term of this Agreement and utilized by him or her in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.

7. Confidentiality. The Contractor acknowledges that during the engagement he or she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, written seminar materials, printed and electronic seminar presentation materials, methods, customer lists, accounts, and

procedures. The Contractor agrees that he or she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All seminar presentation materials, files, records, documents, information, letters, notes, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control. The Contractor further agrees that he or she will not disclose the terms of this Agreement to any person without the prior written consent of the Company.

8. Conflicts of Interest; Non-Hire Provision. The Contractor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering his or her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he or she does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his or her productive time, energy, and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for of the parties while performing services for the Company. For a period of two years following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Company's employment, any employee, consultant, or contractor of the Company, or hire any such employee, consultant, or contractor who has left the Company's employment or contractual engagement within one year of such employment or engagement.

9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Company irreparable injury and damage. The Contractor expressly agrees that the Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Company may have for damages or otherwise. The various rights and remedies of the Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

10. Merger. This Agreement shall not be terminated by the merger of consolidation of the Company into or with any other entity.

11. Term. This term of this Agreement is for two years from the date of the Presenter's first presentation. Presenters may request an early release at a cost of \$1,295.

12. Termination. The Company may terminate this Agreement at any time by 30 working days written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives from the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. The Contractor may terminate this Agreement at any time by giving 90 day written notice to the Company.

13. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or

otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

14. Insurance. The Contractor will carry liability insurance (including E&O or malpractice insurance, if warranted) relative to any service that he or she performs for the Company.

15. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

16. Choice of Law. The laws of the state of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

17. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

18. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

19. Assignment. The Contractor shall not assign any of his or her rights under this Agreement, or delegate the performance of any of his or her duties hereunder, without the prior written consent of the Company.

20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

Name:

Address:

City, State, Zip:

If to the Company: HRcertification.com

Attn: Charles Bross

5755 North Point Parkway, Suite 227

Alpharetta, GA 30022

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

22. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

23. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is

held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

For HRcertification.com:

Charles Bross
President,
For HRcertification.com

For The Contractor:

Name:
Signature:
Date:

EXHIBIT A: DUTIES AND COMPENSATION SCHEDULE

PRESENTERS

DUTIES: The Contractor agrees to present the Company's seminar materials to all registered participants in a professional manner. At each seminar conducted by the Contractor, the Contractor agrees to require each registered participant to complete a seminar attendance sheet, and to submit the attendance sheet to the Company within forty eight hours after the seminar has concluded. The Contractor will report directly to Charles Bross and to any other party designated by Charles Bross in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company.

PRESENTER COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor according to the follow compensation schedule:

- One-Day Class: \$750
- Two-Day Class: \$1,400
- Three-Day Class: \$2,000
- Four-Day Class: \$2,500

...plus a "per attendee" bonus that is set by the Company at the start of each year. This bonus amount may be changed by the Company at any time with a ten day written notice. Notice may be sent by mail, email, or other generally-accepted method.

PRESENTER PAYMENT SCHEDULE: Compensation shall be payable within 30 days of receipt of Contractor's monthly invoice for services rendered.

COURSE EDITORS

DUTIES: The Contractor agrees to be the primary Editor of the materials owned by the Company. Editor work includes updating materials per the Company's requirements within 30 days of a legal or regulatory change; reviewing material annually in years when there are no legal or regulatory changes; gathering comments and feedback from Presenters; and training Presenters.

EDITOR COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor \$1,500 per annum for each title for which the Contractor is Editor.

EDITOR PAYMENT SCHEDULE: Editors should submit invoices for that year's work by year end (the fiscal year is from January 1 to December 31). Compensation shall be payable either within 30 days of receipt of Contractor's invoice or from the end of the year, whichever is later.