



Our Simple Agreement

Term:

This Agreement shall commence on the date that REPE TRAINING, LLC (REPE) executes this Agreement with **BUSINESS NAME**, (AFFILIATE) and shall continue on a month-to-month time frame.

Consideration:

REPE shall pay AFFILIATE a commission as consideration based upon ongoing revenues procured from the sale of online Prep Exam education course and content sold via AFFILIATE online provided by REPE. Revenues are defined as gross revenues, minus discounts, refunds, third party royalties, shipping costs and filing fees. Commissions are described below.

Marketing Best Efforts:

AFFILIATE shall place the REPE link supplied by REPE on its website to promote and market the course to potential students.

Ownership Rights:

AFFILIATE will have no rights to modify or enhance the artwork or content provided by REPE without written permission by REPE. REPE will own the copyrights to the content in the web enabled, multi media format including modifications, derivatives and enhancements. The Prep Exam education course and all other items licensed hereunder and all copies thereof constitute valuable and confidential property of REPE and title thereto remains with REPE. All applicable copyrights, trade secrets, patent and other intellectual and proprietary rights in the Prep Exam education course and all other items licensed hereunder are and remain with REPE. AFFILIATE agrees not to make use of the source code or for its own benefit or for the benefit of any third parties, apart from the benefit of REPE.

Work Requirements:

REPE shall make the technology available to maintain all student records, pay all state mandated fees and perform all other tasks necessary to support the Product. REPE will provide all resources required for course delivery, administration and support of the Online Prep Exam Education Course

REPE Obligations:

(1) Provide a customized internet link to the Prep Exam Education Course (2) Courses tracking system log-in (3) Call center support for all students

AFFILIATE Obligations:

Place a link and/or banner to the Exam Prep education course supplied by REPE on its website.

Accounting and Payment:

REPE shall keep accurate records of all course sales and registered users from the online Administered Section. AFFILIATE will be given access to an online tracking system that shall clearly present the number of sales made along with a list of each registered member who signed up as a result of the AFFILIATES referral. REPE shall mail payments to AFFILIATE on or by the tenth (10th) day of the month after the quarterly period for revenue collected during or attributable to the immediately preceding quarter.

Termination:

This Agreement may be terminated by either party with written notice. REPE can terminate contract immediately if AFFILIATE makes false or misleading representations regarding product. Termination shall not extinguish any financial obligations owed by the parties prior to the date of termination and REPE shall continue to fulfill any course training sessions registered for prior to the date of termination.

Protection of Confidentiality:

AFFILIATE shall use reasonable care, and not less than the same care it exercises with respect to its own confidential and proprietary information, to protect REPE's Confidential Information against unauthorized use, loss, theft or disclosure.

Wholesale and Discount Pricing:

The wholesale price for the AFFILIATE will be \$, which REPE, will retain from each sale. The AFFILIATE may sell the prep exam package for whatever price they like and will retain all profits remaining after the wholesale cost is deducted. AFFILIATE will only advertise the full price of \$99.00 on their website but may use a discount code at checkout if so desired. Discount codes will be provided to AFFILIATE by REPE upon request. REPE will retain \$ of each membership registration, regardless of discounts and promotional offerings.

REPE TRAINING,LLC

Date

AFFILIATE

Date