



ACCREDITED TRAINING CENTER
(ATC)
APPLICATION FORM v7.0

2012

EC-Council

ACCREDITED TRAINING CENTER (ATC) APPLICATION FORM v7.0

EC-Council believes that synergistic partnership is a key facilitator in expanding horizons for effective education. As such, EC-Council accords great significance to its partnering initiatives. We presume that mutual investment is essential for each other's success. Keeping with our policy of fair and transparent partnerships, ATC partners are expected to meet and maintain specific requirements for their partnering category and level of participation.

The tools, marketing, enablement and relationship benefits vary by level of partnership. Additionally, Partners are encouraged to demonstrate expertise in one or more e-Business products and technologies. This mandate helps us standardize our quality of offerings globally.

If you desire to associate with us and partner as an ATC, please take the time to complete the ATC application form. Your application will be reviewed, and we will notify you of the status of your application within 21 business days.

Thank you for your interest in becoming a partner of EC-Council.

Note: If multiple sites are requesting participation in the program, a separate application form must be completed for each site. However, only one legal agreement is necessary if all site locations are included in the legal agreement.

PLEASE PRINT

SECTION A: TRAINING CENTER INFORMATION (ALL FIELDS REQUIRED UNLESS NOTED OTHERWISE)

Training Center Name:

Primary contact for EC-Council related matters:

Shipping address (P.O. Box not accepted):

City: _____ State/Province: _____

ZIP/Postal code: _____ Country: _____

Contact Telephone: _____

Contact e-mail address: _____

Contact fax: _____

Main Telephone Number (Contact number to be used by prospective students for course information):

Web site URL:

Type of Training Center:

- University
- Higher-education institution (4 yr.)
- Higher-education institution (2 yr.)
- Technical Training Center
- Other: _____

Through which program(s) will you offer EC-Council courses?

- Full/part-time academic program (for academic credit)
- Full/part-time noncredit program
- Corporate training program
- Other: _____

SECTION B: PARTNERSHIP DEVELOPMENT INFORMATION

Name all of your existing and/or intended Certified EC-Council Instructors (CEI)) by First Name, Last Name and e-mail address:

Note: It is mandatory for an ATC to register a Certified EC-Council Instructor (CEI) who is a staff or a consulting Certified EC-Council Instructor (CEI) with EC-Council. If you do not register a CEI within six months of acceptance of this application, your ATC status may be suspended or revoked until this requirement is met.

CONTACT DETAILS HERE (NAME,DESIGNATION, EMAIL, TELEPHONE NO):

Marketing:

(Name)_____ (Job Title)_____

(Email)_____ (Tel)_____

Administration:

(Name)_____ (Job Title)_____

(Email)_____ (Tel)_____

Finance:

((Name)_____ (Job Title)_____

(Email)_____ (Tel)_____

Sales:

(Name)_____ (Job Title)_____

(Email)_____ (Tel)_____

WHAT IS YOUR PLANNED COURSE-DELIVERY SCHEDULE FOR THE FIRST YEAR?

Type of Course	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Essential Security Courses Example: Security5												
Professional Security Courses Example: CEH / CHFI												
E-Business Courses Example: PMIT / CCMP												

*NOTE: Please ask for our courseware catalogue in order to know which courses correspond to each type.

- o _____ days per week
- o _____ hours per week
- o _____ number of weeks per term

Is another business unit within your institution already an EC-Council ATC ?

- o Yes No

Your present EC-Council Contact:

- o For North America

EC-Council Albuquerque Contact Name: _____

Element K Contact Name: _____

Axzo Press Contact Name: _____

- For International Distributors

Name: _____

Contact Details : _____

DECLARATION

By signing below, I certify that the information provided in this application are true and accurate. I have the authority to sign contractual agreements for this institution.

Signature: _____

Date: _____

Name(please print) : _____

Title: _____

Please send the completed and signed application form and the signed EC-Council Accredited Training Center Agreement (non-negotiable) to the address below or to a representative in your region:

If you are located in the United States or Canada please send the documents to:

International Council of E-Commerce Consultants
6330 Riverside Plaza Ln NW
Suite 210
Albuquerque
NM 87120
USA

If you are located in Europe, Middle East or Asia (E.M.E.A) please send the documents to:

EC-COUNCIL ASIA SDN. BHD.
606, Block G, Phileo Damansara 1
Jalan 16/11 off Jalan Damansara
46350 Petaling Jaya
Selangor
Malaysia

ACCREDITED TRAINING CENTER (ATC) AGREEMENT

Please sign the legal agreement below and keep a copy of all your documents. Please allow three to four weeks for processing. This document does not constitute an offer by EC-Council. Submission of a signed copy of this document together with the attached Application Form constitutes an offer to participate in the EC-Council ATC Program.

AGREEMENT

This EC-Council ATC Agreement (“Agreement”) is between the International Council of E-Commerce Consultants, commonly known as “EC-Council”, whose name and place of business appear on the attached Application Form (“EC-Council”) and the Training Center (“TC”) whose name and principal place of business also appear on the attached Application Form.

EC-Council hereby appoints the Training Center as an Accredited Training Center subject to the terms and conditions set forth in this agreement. This appointment is non-exclusive in nature and is subject to TC’s compliance with the terms of this Agreement.

1. PURPOSE

The purpose of this Agreement is to set forth the terms under which EC-Council appoints the TC as an EC-Council Accredited Training Center and on which TC is authorized to deliver training on EC-Council products (“Training”) using course materials approved by EC-Council (“EC-Council Official Courseware”).

2. QUALIFICATIONS

In order to qualify and remain as an EC-Council Accredited Training Center, TC must be primarily dedicated to teaching and learning as determined by EC-Council in its sole discretion. Further, TC must have faculty and facilities that comply with EC-Council criteria.

3. NOTIFICATION OF ACCEPTANCE AND TERM OF TERMINATION

This Agreement shall not be considered accepted or executed by EC-Council and shall not come into effect until notification by EC-Council to TC of EC-Council’s acceptance of TC as an EC-Council Accredited Training Center. Such notification (which may be in writing or sent by electronic means) shall also contain the access

ID and Password to the EC-Council ATC Portal. Upon receipt of this notification by TC, this Agreement shall be deemed accepted and executed by both parties and shall be effective forthwith.

This Agreement shall remain in effect until terminated as provided in this Agreement. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party, without cause and without the intervention of the courts.

4. TC OBLIGATIONS.

- a. Fees and Minimum Initial Order: Upon approval into the ATC program, TC agrees to promptly pay all application and renewal fees in accordance with this Agreement.
 - i. Fees and Renewal Fees: Upon approval into the ATC program, TC is required to pay a fee of USD500.00 for the first year and subsequently, pay a renewal fee of USD250.00 per annum. Renewal fees are fixed to be due on January 1st or July 1st of each calendar year. TC whose renewal does not fall in the month of January or July shall have their renewal fee prorated at USD20.00 per month (lump sum payment upfront) up till the next forthcoming renewal due date of January 1st or July 1st. Thereafter, TC will be charged the full renewal fee of USD250.00 per annum at January or July every calendar year.
 - ii. Multiple Locations Application: This agreement is only for ONE training location. However, only one legal agreement is necessary if multiple site locations are owned by the same TC, as indicated clearly herein. For all subsequent locations, owned by the same TC, TC is required to pay a fee of USD400.00 for the first year and subsequently, pay a renewal fee of USD250.00 per annum. Renewal fees are due on January 1st or July 1st of each calendar year. TC whose renewal does not fall in the month of January or July shall have their renewal fee prorated at USD20.00 per month (lump sum payment upfront) till the next forthcoming renewal due date of January 1st or July 1st. Thereafter, TC will be charged the full renewal fee of USD250.00 per annum at January or July every calendar year.
 - iii. Minimum Initial Order: All new applications for ATC status worldwide must be accompanied with an order and payment of a minimum number of 20 prefix 312 courseware's and/or exam vouchers as stipulated by EC-Council and/or it's authorized representatives in your region. EC-Council reserves the right to rescind/reject any agreement and ATC status

of the TC should the proof of purchase of these kits not be submitted to EC-Council during the application process. The minimum quantity will vary from region to region. Applications that are submitted without proof of purchase shall be rejected.

- b. Use of Certified EC-Council Instructors: Each TC must certify at least one staff member to become a Certified EC-Council Instructor (CEI) per site. TC's having multiple locations must have a CEI equal to the number of authorized sites regardless of where they are located. TCs must declare the number of qualifying CEI's when joining the ATC program and annually thereafter.
- c. EC-Council Training Administration: During the term of this Agreement, the TC shall be solely responsible for the marketing, delivery and managing EC-Council courses at their respective TC's for their clients and for ensuring that the computer equipment, software, hardware and furniture that will be required for the completion of the training is in proper working condition and order. The EC-Council official courseware could be purchased online at www.eccouncil.org/orders.htm or via an authorized distributor. Prices are subject to change without prior notice.
- d. TC shall be responsible for ensuring that on the last day of training all students complete the course evaluation forms available at <http://eccouncil.org/eval> and/or, TC shall submit to EC-Council all course evaluations for EC-Council programs in a format acceptable to EC-Council, failure which, may result in the termination of TC from the partner program.

5. EC-COUNCIL COURSE DELIVERY AND COURSEWARE:

a. Training Requirements

- i. Training on EC-Council products will be based on either EC-Council Official Courseware or on EC-Council Endorsed Program. TC shall conform to all EC-Council requirements associated with the EC-Council Official Courseware, which EC-Council reserves the right to change, upon thirty (30) days' notice to TC
- ii. TC will deliver EC-Council Official courses in a professional and competent manner at an approved TC facility via an EC-Council Certified Instructor (CEI) who have passed the EC-Council exam for the particular course to be delivered using only current and original EC-Council course materials. Each student will be supplied with a new, unused, and unopened student kit. Each course will be

run according to the current EC-Council Official course delivery guideline and the TC shall ensure that all course objectives are met. In the event that any course is cancelled, the TC will provide the students with reasonable advance notice of cancellation.

iii. TC may conduct Training at more than one location, but only at the locations identified herein, if accepted by EC-Council. Each training location at which TC intends to deliver Training must be sufficiently equipped to conduct the training as per the needs of the various programs of EC-Council which will be specified in the CEI Portal from time to time.

iv. TC may use the name “EC-Council Accredited Training Center” for the purposes of identifying itself as an EC-Council Authorized Training Partner. It shall not use it in any other ways nor incorporate the name “EC-Council” as part of its own name or identification, or as part of a logo, mark, or stylized representation of its own name or identification.

v. Only EC-Council Official Courseware are to be used or provided to a student. Replacement Courseware may not be substituted in any manner whatsoever, using any means for any of EC-Council’s offerings or classes. For any EC-Council course, the TCs must issue an electronic certificate of attendance provided by EC-Council when purchasing the official Courseware.

vi. Training must be provided to the TC customer in a manner consistent with EC-Council’s high quality standards. EC-Council Courseware must be taught in its entirety in order to be considered as an authorized course.

vii. During the term of the Agreement and for one year thereafter, TC will not distribute, offer, sell, or provide any training course (including, without limitation, any instructor-led or computer based training or a self-study course) that competes directly or indirectly with the EC-Council Official Courseware. Notwithstanding anything to the contrary above or elsewhere in this Agreement, TC may offer all courses that are vendor specific from institutions like Microsoft and Cisco.

viii. EC-Council may conduct inspections and audits during normal business hours. As background for these inspections, each TC should

maintain student and CEI records and class schedules for a period of one year.

ix. EC-Council, its affiliates, representatives and/or distributors may enforce a minimum sales and/or delivery expectation and a minimum purchase requirement on a quarterly basis and the TC hereby agrees to meet such targets set failing which, EC-Council reserves the right to terminate this agreement after serving a 30 days' notice.

b. TC shall not offer, make available, or sell EC-Council examination vouchers to any individuals that has not attended training with the TC. TC shall ensure that its students complete the EC-Council official training before allowing them to attempt the certification examinations. Failure to meet this requirement shall result in termination of the ATC Agreement with the TC and the revocation of the examination results of the exam candidates.

c. Non Compete Clause: Except as set forth in Clause 5.a.vii, during the term of this agreement and for one year thereafter the TC will not, directly or indirectly, promote, develop, administer or market competing certification examinations or programs with that of EC-Council nor will it sell or license or otherwise make any Software, Certification Examination or Assessment Tests available to any person or entity for any such purpose.

d. Piracy: TC agrees not to engage in the manufacture, use, distribution, supply, marketing or promotion of any counterfeit, pirated, or illegal software, exam vouchers, student kits or other course materials, whether directly or indirectly, and shall assist EC-Council or other relevant parties in the investigation and prosecution of any such activities if requested. Materials constituting EC-Council Official Courseware may not be copied at any time whatsoever. TC may not delete part(s) of the EC-Council Official Courseware but may add materials to it.

e. Equipment Availability and Maintenance: TC will at all times meet all the then current requirements for facilities and equipment (including audiovisual equipment) and maintain it so as to ensure its effective use as set forth in the TC Site.

f. TC agrees to place on TC's homepage a prominent link to EC-Council's website.

6. PRICING AND PAYMENT TERMS

- a. Pricing: EC-Council shall provide the TC with EC-Council Official Courseware required for EC-Council Courses on the existing price as seen on the Official EC-Council website. EC-Council reserves the right to amend the pricing from time to time. The TC agrees to abide by the Minimum Pricing Policy and agrees not to market its training programs below the recommended selling price set by EC-Council and/or its distributors worldwide. Failure to adhere to this requirement shall result in the termination of the TC.
- b. Billing and Payment: The TC will be solely responsible for all billing and collections with respect to its clients and customers. EC-Council will invoice the TC for the initial site fee and renewal fees in accordance with the pricing policy then in effect. The TC agrees that it shall be unconditionally liable to EC-Council for the payment of all outstanding amounts due to EC-Council and/or its representatives regardless of any customer's failure to pay the TC or delay in paying the TC of any amounts relating to the products or services provided by TC.
- c. Taxes: All prices are exclusive of all applicable taxes and customs duties unless otherwise stated. TC agrees to pay and bear the liability of any taxes associated with the marketing, sublicensing, and delivery of the EC-Council Materials, including but not limited to, sales, use, excise and value added taxes.

7. QUALITY CONTROL

- a. EC-Council reserves the right to review and audit the performance level of the TC including its staff, facilities, and equipment. TC agrees to allow an audit on reasonable notice, and to provide all necessary support including but not limited to sales records, purchase records and student records. Any deficiency in training, equipment, or materials will be identified and submitted in writing by EC-Council to TC and TC shall submit a corrective action plan for resolving all such outstanding issues. TC's failure to cure such deficiencies within 30 business days after receipt of the written notification will constitute a material breach of this Agreement and will be grounds for immediate termination of the Agreement.
- b. During the term of this Agreement and for a period of 12 months after the termination or expiration hereof, EC-Council shall have the right, at its expense and upon no less than 3 business days prior written notice, to audit TC's records to determine compliance with the terms of this Agreement including, but not limited to, compliance

with EC-Council's guidelines. Such audit may be conducted by EC-Council by its authorized representative(s), and shall not interfere unreasonably with TC's business activities.

8. TRADEMARK LICENSE

- a. Subject to the provisions of this agreement, EC-Council grants the TC a non exclusive, non transferable license to use the current EC-Council's name, logo, trademarks, insignia or symbols (collectively, the "Marks") as applicable to the EC-Council ATC program acquired by the TC under this agreement, but solely in connection with the marketing and advertising of the TC's services under this agreement.
- b. Any use of the EC-Council Marks must be in accordance with the current EC-Council trademark usage policies. TC may not use any EC-Council trade names without EC-Council's prior written consent.
- c. The TC shall not alter, erase, or overprint any trademark notice provided by EC-Council or affix any EC-Council Marks to any course material or collateral.
- d. TC acknowledges that EC-Council is the sole owner of the trade names, trademarks and logos used by the TC (the "Marks"), and the TC acknowledges the validity of the Marks. TC agrees that it will not use the Marks, or any name, mark or logo that is confusingly similar, except in accordance with EC-Council's policies on the use of its Marks, the current version of which is reproduced in the TC secure site.
- e. The TC shall not do business under any of the Marks or derivatives or variations thereof, and the TC shall not directly or indirectly hold itself out as being a subsidiary, affiliate or an agent of EC-Council, other than as an "EC-Council Accredited Training Center."
- f. The TC shall not apply for registration of any of EC-Council's Marks or trade names or any marks or names that in the opinion of EC-Council are confusingly similar to or that incorporate EC-Council's Marks and names.
- g. Upon termination or expiration of this agreement, for any reason whatsoever, the TC shall immediately cease to display, advertise and use any or all of EC-Council's Marks.
- h. The Marks are not to be used by the TC in any way to imply EC-Council's endorsement whatsoever of non-EC-Council products and/or services.

- i. All EC-Council Materials are copyrighted and may not be reproduced, copied, or provided in any manner other than approved distribution under this Agreement.
- j. The TC is not permitted to repurpose or in any manner alter or change the materials in any way including but not limited to online presentations; without the prior written consent of EC-Council.
- k. The TC shall not remove any notice of copyright, trade name, trademark or any other proprietary notice from any materials provided to the TC hereunder, and shall reproduce all such notices on all manuals, promotional materials and other documents where the placement of such notices is necessary or desirable in order to protect EC-Council's rights.
- l. The TC may not assign this Agreement without the prior written consent of EC-Council. Any attempted assignment will be null and void.

9. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

a. Each party represents and warrants as follows:

- i. such party has full power and authority to execute, deliver and perform its obligations under this Agreement;
- ii. there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement;
- iii. the execution, delivery and performance of this Agreement will not constitute a breach or default under any Agreement, law or court order under which such party may be bound or affected; and
- iv. the ATC represents and warrants, and EC-Council acknowledges that the ATC maintains and will maintain significant business operations relating to product lines and services other than the sale of EC- Council Internet and intranet training.

b. The EC-Council Training Program are provided as is and with all faults, and EC-Council disclaims all warranties, whether express, implied, statutory or otherwise, including without limitation, implied warranties of merchantability and fitness for a particular purpose. In addition, there is no warranty of accuracy of information, functionality, services and/or availability or lack thereof for the testing services and/or any EC-Council website referred to or utilized pursuant to this agreement.

c. Subject to Clause 11, TC shall indemnify, defend and hold EC-Council, its directors, officers, agents and employees harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from any pending or potential lawsuit against EC-Council except to the extent that such losses, damages, liabilities, costs and expenses are directly attributable to the gross negligence, reckless conduct or intentional wrongdoing of EC-Council, its directors, officers, agents and employees.

10. DISCLAIMER

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED PROVIDED BY EC-COUNCIL.

11. PROPRIETARY INFORMATION

TC expressly undertakes to retain in confidence all non-public information and know-how transmitted to it that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information, however designated, that

- i. it received rightfully from another party prior to its receipt from the disclosing party;
- ii. the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; or
- iii. is independently developed by the receiving party. Further, either party may disclose confidential information as required by governmental or judicial order, provided such party gives the other prompt notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Each party's obligation under this section shall extend to the earlier of such time as the information protected hereby is publicly available through no fault of the obligated party or five (5) years following receipt of the confidential information.

12. DAMAGES

a. Direct Damages: EC-COUNCIL LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID HEREUNDER BY TC TO EC-COUNCIL FOR THE TWELVE MONTH PERIOD PRIOR TO THE CLAIM FOR DAMAGES.

b. Special Damages: Except as expressly set forth herein, EC-Council shall not be liable for any damages whatsoever (including but not limited to consequential, incidental, indirect, economic, or special damages) arising out of this agreement or the transactions contemplated under this agreement, including but not limited to the services performed by EC-Council under this agreement or any use, disclosure, or publication of the results of such services, even if EC-Council has been advised of the likelihood of such damages occurring.

c. Course Materials: In all situations involving inaccuracies or mistakes in EC-Council developed course materials obtained under this Agreement, EC-Council's sole responsibility and the TC's sole remedy is the correction or replacement of the EC-Council developed course materials. For any other claim concerning performance or non-performance by EC-Council related to the Agreement, EC-Council TC may bring a claim for direct damages to the limits set forth in this Section.

d. Third Party Claims: Save and except for claim of infringement of third party rights, EC-Council will not be liable for any claim by TC based on any third party claim.

13. TERMINATION

a. Terms: This Agreement shall be effective from the date hereof for a period of one year from the Effective Date, and shall renew automatically for successive one-year terms, unless terminated by either party. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other party.

b. Subject to applicable law, EC-Council may terminate this Agreement for any of the following reasons:

i. Default: TC fails to comply with or is in default under any provision of this Agreement, including any provision of the Courseware;

ii. Criminal Offense: TC or a principal thereof is convicted in a court of competent jurisdiction of a criminal offense;

iii. Bankruptcy: TC files or suffers the filing of a voluntary bankruptcy petition which is not dismissed within thirty (30) days after filing or seeks voluntarily to take advantage of any insolvency laws, is adjudicated as bankrupt, becomes insolvent, suffers permanent or temporary court appointed receivership of substantially all of its property, or makes a general assignment for the benefit of its creditors;

iv. Payment: TC is delinquent in the payment of any EC-Council invoice under any Agreement between TC and EC-Council unless otherwise provided in another Agreement between TC and EC-Council, payments due under this Agreement shall be delinquent if not paid within 30 days after the date of the invoice;

v. Subject to applicable law, termination will become effective (“Termination Date”) thirty (30) days after receipt by TC of any written notice of termination from EC-Council unless, prior to the Termination Date, TC cures the grounds for termination specified in the notice.

vi. If any act or omission of TC upon which the termination is based has the potential to materially impair the reputation of EC-Council, as determined by EC-Council, termination shall be effective three (3) days after receipt of the notice of termination, unless prior to the expiration of the three (3) day period, the TC cures the grounds for termination set forth in the notice. TC may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to EC-Council.

14. POST-TERM OBLIGATIONS AND RIGHTS

Upon the termination or expiration of this Agreement:

- a. TC will stop teaching the EC-Council Courses, except that TC may complete any courses then in progress;
- b. TC will not represent to the public that it is authorized to teach the curricula;
- c. TC will stop using in advertising or in any other manner, the Marks, Symbols, and other identifying characteristics or indicia of EC-Council, and TC will not teach, or cause to be taught, a course or program under any name or logo likely to be confused with EC-Council.

d. TC will return to EC-Council, at TC's expense and without retaining any copies, all advertising and promotional material which EC-Council provided to TC during this Agreement and all training records for the previous five (5) years;

e. TC will pay all amounts owed to EC-Council and return all EC-Council marketing materials, kits and plaque etc.

f. Regardless of any other provision of the Agreement, EC-Council will not, by reason of the termination of this Agreement, be liable for compensation, reimbursement, refunds, or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases, or commitments in connection with TC's business or goodwill, or otherwise.

15. GENERAL PROVISIONS

a. Force Majeure: Neither party shall be liable for delay or failure in performance of any of its obligations under this Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such party (including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction, or labor disputes).

b. Jurisdiction: This Agreement shall be deemed to have been made in the State of Nevada, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Nevada, without reference to principles of conflict of laws thereof. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the federal or local courts of the State of Nevada.

c. Survival of Terms: The provisions of the Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied.

d. Entire Agreement: This Agreement, including the exhibits and schedules attached hereto, constitutes the full and complete agreement of both EC-Council and the ATC and supersedes all prior written or oral agreements and understandings relating to the subject matter hereof. No amendment, waiver or modification to this Agreement shall be effective unless in writing and signed by both parties hereto.

e. Assignment: ATC may not assign any of its rights or obligations under this Agreement without the prior consent of EC-Council, which consent may be withheld or denied in its sole and absolute discretion but will not be unreasonably withheld.

f. Notice: Any notices and other communications between the parties in connection with this Agreement shall be delivered by overnight courier, U.S. mail (or international mail for non US- EC-Council ATC 's) or facsimile at the addresses set forth hereto and shall be deemed received upon the earlier to occur of the actual receipt of such notice or, if mailed from the U.S, five (5) business days following deposit in the mail, or if mailed internationally fifteen (15) business days following deposit in the mail of the ATC's country.

g. Waiver: No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

h. Assignment / Relocation of ATC: The Agreement and/or ATC status is not assignable by ATC, in whole or in part. Any attempted assignment will be deemed to be invalid and shall provide grounds for termination by EC-Council. ATC may not relocate any of its ATC sites without the prior written consent of EC-Council (consent of which shall not be unreasonably withheld). EC-Council may assign this Agreement by written notice.

i. Attorneys' Fees: In the event of suit, the prevailing party shall be entitled to recover reasonable attorneys' fees

j. Severability: If any provision of the Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

k. No Partnership or Agency: ATC and EC-Council are independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership or joint venture between ATC and EC-Council or between ATC and any EC-Council employee, agent, or contractor or between EC-Council and any ATC employee, agent or contractor. Neither ATC nor EC-Council has the authority to bind the other or to incur any liability for or otherwise act on behalf of the other and neither party shall represent or imply that it has such authority. The ATC hereby represents, warrants, acknowledges and admits that EC-Council does not owe any fiduciary duty to the ATC with respect to this Agreement or the transactions contemplated hereby.

l. Headings: The headings provided in the Agreement are for convenience only and will not be used in interpreting or construing the Agreement.

16. PRODUCT LIMITATION

TC shall only be permitted to conduct full time / part time education courses of EC-Council as specified in the acceptance letter by EC-Council and shall not solicit market or conduct any other competing professional certification programs.

[Signature]

[Print Name]

[Title]

[Date]

Place Company Stamp Here

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