

EC-Council

ACCREDITED TRAINING CENTER (ATC) APPLICATION FORM (V11.0)

Please complete the Application and keep a copy of all your documents. Please allow two to three weeks for processing. This document does not constitute an offer by EC-Council. Submission of an approved copy of this Application Form together fully signed Accredited Training Center (ATC) Agreement constitutes an offer to participate in the EC-Council ATC Program.

Section A: Training Center Information (all fields required unless noted otherwise)

1. Name, Registration Number and Address of the Operating Company:

(Please provide the full legal name, registration number and the address of the Company wishing to register as the ATC)

2. Name of Training Centers/ Doing Business As (DBA) / Brand Name [If different from the above]:

(Please provide the names of the training centers which would be providing training)

3. Training Location (s):

(Please specify the geographical location(s) in which you would be providing the training)

4. Contact details of the TC for matters related to the ATC Agreement:

(a) Primary Contact [Name and Email ID]:

(b) Contact Details of TC's Finance Personnel [Name and Email ID]:

(c) Contact Details of TC's Sales Personnel [Name and Email ID]:

(d) Contact Details of TC's Marketing Personnel [Name and Email ID]:

(e) Contact Details of TC's Administration Personnel [Name and Email ID]:

(Please only mention official business email IDs of all the personnel listed above. Group email IDs are not acceptable.)

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

(Please only mention official business email IDs of all the personnel listed above. Group email IDs are not acceptable.)

City: _____ State/ Province: _____ Country: _____ ZIP/ Postal Code: _____

Alternate Address:

Telephone No.: _____ Fax No.: _____

Email Address: _____ Website URL: _____

(Please provide only official email address) *(Please provide official website details)*

6. Type of Training Center (Please check the boxes where applicable):

- University
- Higher - education Institution (4 years)
- Higher - education Institution (2 years)
- Technical Training Center
- Others (please specify): _____

EC-Council Program(s) to be offered in TC (Please tick where applicable):

- Full/part-time academic program (for academic credit)
- Full/part-time non-credit program
- Corporate training program
- Others (please specify): _____

7. Is any other business unit(s) within your institution or organization already an EC-Council ATC?

- Yes No

8. EC-Council Representative/ Distributor Details

Name:

Contact Details:

9. Minimum Order/Purchase Commitment:

a. Initial Minimum Order:

b. Annual Minimum Purchase Commitment:

Important Information (Please Read Carefully):

The terms and conditions of this ATC Agreement is meant to govern the delivery of EC-Council Programs that are selected by you herein. Training Center is strictly prohibited to offer any program other than the Program as selected herein: [Please check the appropriate boxes below]

- EC-Council Official Courseware [Appendix 1*
- CCISO Program [Addendum A]*
- iWeek Reseller Program [Addendum B]*
- iLearn Reseller Program [Addendum C]*

**Please note that the addendums will only be provided on request and executed separately.*

Section B: Partnership Development Information:

Name all your existing and/or intended **Certified EC-Council Instructors (CEI):**

First Name	Last Name	Email Address
_____	_____	_____

First Name	Last Name	Email Address
_____	_____	_____

First Name	Last Name	Email Address
_____	_____	_____

First Name	Last Name	Email Address
_____	_____	_____

First Name	Last Name	Email 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 Form, your ATC status may be suspended or revoked until this requirement is met.

Note: This Application Form together with the Accredited Training Center (ATC) Agreement form part of the same Agreement. In the event there is any inconsistency between the Application Form and the ATC Agreement, EC-Council shall have the right to terminate the ATC Agreement.

FOR INTERNAL PURPOSES ONLY: _____

CHECK BY EC-COUNCIL PARTNER SUPPORT TEAM: Approved Not Approved

EC-Council

Accredited Training Center (ATC) Agreement (v11.0)

This EC-Council ATC Agreement including the attached Application Form (as duly completed by the Training Center), Addendum(s), Appendix(s), Schedule(s), annexures and/or exhibit each of which, as applicable, is expressly incorporated herein (collectively, the “Agreement”) is between the International Council of E-Commerce Consultants, having its address at 101-C Sun Avenue, NE, Albuquerque, NM – 87109, and registration no. C28427-01 (“**EC-Council**”), and the Training Center (“**TC**”) whose name, address and places of businesses appear on the Application Form. For the purpose of this Agreement EC-Council shall mean EC-Council and its Affiliates.

EC-Council hereby appoints the TC 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.

In the event of any inconsistencies between the attached Addendum(s), Appendix(s), Schedule(s), annexures and/or exhibit and this Agreement, the terms and conditions in this Agreement shall supersede any of the attached Addendum(s), Appendix(s), Schedule(s), annexures and/or exhibit, except with respect to the specific terms and conditions related to the Program.

1. Purpose

- a. The purpose of this Agreement is to set forth the terms and conditions under which EC- Council appoints the TC as an EC-Council Accredited Training Center and on which the TC is authorized to deliver training on EC-Council Programs (“Training”) listed in Appendix 1, using EC-Council Official Courseware. For purposes of clarity, with the exclusion of programs listed in the Excluded Programs Section of Appendix 1, the TC shall be authorized to offer all such Programs that are listed as EC-Council Official Courseware and Programs in <https://www.eccouncil.org/programs/> as part of this Agreement. EC-Council reserves the right to add, modify, delete any of the EC-Council Official Courseware as listed in Appendix 1 at any time unilaterally.
- b. The TC will be entitled to deliver online Training only to students residing within the geographical area of the Training Location provided in Item 3, Schedule A of the Application Form, attached to this Agreement. Providing Training outside the Training Location, whether online or through live classes, shall be considered a breach of the Agreement.
- c. TC shall only provide courses as listed in Appendix A of the Application Form. TC shall not offer any of the programs/solutions listed in any of the Addendum A-C unless each of the addendum(s) have been duly signed and accepted by EC-Council independently.

2. Definitions

For the purposes of this Agreement, the terms defined in this Section shall have the meanings set forth below:-

- a. “**Accredited Training Center**” means a business entity which is authorized by EC- Council, under this Agreement, to deliver the Training using EC-Council Official Courseware.
- b. “**Affiliate**” means, with respect to a Party at a given time, any entity, whether incorporated or not, which is either controlled by or under common control with, or controls that Party, either directly or indirectly, with that Party.
- c. “**Application Form**” means the Application Form filled by TC, attached to this Agreement, which contains details such as name, address, training locations etc., of the TC.
- d. “**CEI**” shall mean certified EC-Council Instructor (CEI) who is an individual certified by EC-Council to provide

trainings specializing in the field of information security.

- e. **“Competing Certification”** shall mean any trainings and certifications that promote themselves, directly or indirectly as a competing certification to EC-Council Program.
- f. **“Claim”** means, in relation to a party, a demand, claim, action or proceeding made or brought by or against that party, however arising and whether present, or future.
- g. **“EC-Council Group”** shall include EC-Council and/or any of its Affiliates of EC-Council including its parent and/or subsidiaries, step-down subsidiaries including sister concerns and joint venture entities.
- h. **“EC-Council Official Courseware”** shall mean EC-Council course materials, including but not limited to, course preparation materials, labs, instructor-slides, worksheets, drawings and/or diagrams related to such course materials and any accompanying materials for Programs listed in Appendix 1, whether bundled with certification examination(s) vouchers or not, in printed, electronic, voice and/or video format in connection with the Training Program.
- i. **“Loss”** means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind.
- j. **“Marks”** means, as the case may be, any and all EC-Council titles, trademarks, service marks, tradenames, and/or logos which EC-Council may from time to time expressly designate for use by an ATC.
- k. **“Program”** shall mean one of the certification programs offered by EC-Council. This includes the course outline, the certification objectives, the lab setup configurations, and lab exercises.
- l. **“Training Location”** shall mean the training location as provided in Item 3, Schedule A of the Application, attached to this Agreement where the TC shall provide training, as provided under this Agreement.
- m. **“Training Program”** shall mean certification preparatory course provided by a CEI, which the students shall undertake to prepare themselves to obtain EC-Council’s certifications by utilizing the EC-Council Official Courseware.

3. Qualifications

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

4. 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 a notification of EC-Council’s acceptance of TC as an EC-Council Accredited Training Center is received by the TC. 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. Please note that provision of signatures by EC-Council shall not mean the acceptance or execution of this Agreement.

5. Grant of Courseware License

EC-Council hereby grants TC a limited, revocable, non-exclusive, non-transferable license to use and access, execute, display, and distribute EC-Council Official Courseware only for individual training purposes, under the terms of this Agreement. The EC Council Official Courseware is not for resale and should be used only in conjunction with the official Training Program. EC-Council Official Courseware is hereby licensed to TC, with the above-mentioned limitations and not sold. TC cannot extract any portions of EC-Council Official Courseware for any purpose.

6. TC Obligations.

- a. **Obligations for 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, the TC is required to pay a fee of USD 500.00 for the first year and subsequently, pay a renewal fee of USD 250.00 per annum. Renewal fees are fixed to be due on January 1st or July 1st of each calendar year. The TC whose renewal does not fall in the month of January or July shall have their renewal fee prorated at USD 20.00 per month (lump sum payment upfront) up till the next forthcoming renewal due date of January 1st or July 1st. Thereafter, the TC will be charged the full renewal fee of USD 250.00 per annum in January or July every calendar year. The fees and renewal fees are non-refundable.
- ii. Multiple Locations Application:** This Agreement is only for the Training Location(s) as specified in Item 3 of Section A of the Application Form, except as authorized by EC-Council in writing. Should the TC own multiple locations, each location is required to be indicated clearly in the Application Form. For all subsequent locations, owned by the same TC, the TC is required to pay a fee of USD 500.00 for the first year and subsequently, pay a renewal fee of USD 250.00 per annum per location. The TC may need to sign an additional agreement with EC-Council for such purpose. 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 USD 20.00 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 USD 250.00 per annum in January or July every calendar year. The fees and renewal fees are non-refundable.
- iii. Minimum Initial Order:** All new applications must be accompanied with an order and payment for EC-Council Official Courseware as stipulated under Item 9 (a) and (b) of Section A of the Application Form. EC-Council reserves the right to rescind/reject the Agreement and the 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.
- iv. Minimum Sales/Delivery requirements:** EC-Council, its Affiliates, representatives and/or distributors may enforce minimum sales and/or delivery expectation and a minimum purchase requirement on a quarterly basis and the TC hereby agrees to meet such targets failing which, EC-Council reserves the right to terminate this Agreement after serving a thirty (30) days' notice
- b. Use of Certified EC-Council Instructors:** Each TC must specify at least one staff member to become a Certified EC-Council Instructor (CEI) per Training Location. If the TC has multiple locations, then, the TC must have CEI equal to the number of Training Locations and must have a minimum of one CEI per Training Location. TCs must declare the number of qualifying CEIs when joining the ATC program and annually thereafter. The TC shall be responsible for ensuring that all CEI certifications are current and up to date, at all times. The TC shall also ensure that the CEIs attend only EC-Council approved instructor renewal training, course updates and instructor reviews unless specifically agreed to in advance and in writing by EC- Council. TC may refer to the link for clarity on the terms and conditions for CEI training: <https://www.eccouncil.org/about/certified-eccouncil-instructor/>. Each CEI must enter into a CEI agreement with EC-Council, and the TC must ensure such compliance.
- c. EC-Council Training Administration:** During the term of this Agreement, the TC shall be solely responsible for, delivery and managing EC-Council Official Courseware at their respective Training Location(s), in line with the provisions of this Agreement, for their students/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 TC shall ensure that all students receive the EC-Council Official Courseware from the ATC prior to course commencement or at the start of the class. Any delay by TC in providing the EC- Council Official Courseware shall constitute a breach of this Agreement. The EC- Council Official Courseware may be purchased online at <https://store.eccouncil.org/cart/> or via an authorized distributor. Prices are subject to change any time without prior notice.
- d. Marketing and Advertisement:** Subject to the terms of this Agreement, the TC shall be responsible for the marketing of the Training Program. However, TC cannot use, reproduce, or disseminate part of, or in whole, EC-Council Official Courseware for any advertisements and/or marketing purposes, or any other types of promotional collaterals. The TC shall only use approved EC-Council marketing collaterals or information found in these collaterals. The TC shall not

publish or permit any third party to publish any advertisement, whether in print or electronic form, relating to EC-Council Program or EC-Council Official Courseware that is likely to mislead or deceive students and customers, whether or not it impairs the goodwill or the reputation of EC-Council.

- e. **Evaluation Forms:** The TC shall be responsible for ensuring that on the last day of the Training Program, all students complete the course evaluation forms. The TC shall submit to EC-Council all course evaluations for EC-Council Programs in a format acceptable to EC-Council.
- f. **Non-Compete Clause:** TC recognizes that there may be similar courses available by different vendors, that could cause confusion among customers between EC-Council's courses and those offered by such vendors. To prevent such confusion, the TC will not, during the term of this Agreement and for one year thereafter, directly, distribute, offer, sell, promote, develop, administer, market and/or provide any competing training course (including without limitation, any instructor-led or computer-based training or a self-study course) that competes or creates any confusion, directly or indirectly with the Program and/or EC-Council Official Courseware. TC shall not sell or sub-license or otherwise make any software, certification examination or assessment tests available to any person or entity for any such purpose. Notwithstanding anything to the contrary above or elsewhere in this Agreement, TC may offer all courses that are vendor specific from institutions such as Microsoft and Cisco.
- g. **Piracy:** TC agrees not to engage in the manufacture, use, distribution, supply, marketing, or promotion of any counterfeit, pirated, or illegal software, 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 as and when requested. Materials constituting EC-Council Official Courseware and/or Program 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, with the prior consent of EC-Council.
- h. **Labs:** TC understands that the training Program is an intellectual property of EC-Council Group. Subject to the provisions of this Agreement, and EC-Council's prior written consent, the TC may opt to assemble their own original labs for the purpose of delivering the authorized training directly to its students strictly for an Instructor led program where the TC commits that each student receives an official curriculum as part of the training but the TC understands that they are expressly prohibited from utilizing the assembly of any such product for any reason other than the said delivery. The TC is strictly prohibited from re-selling their labs, whether physical or in the cloud for a commercial purpose to any third parties. Should a TC own multiple location, a prior written approval from EC-Council must be obtained before any lab offerings are distributed across multiple centers.
- i. **Reverse Engineering:** The TC agrees not to analyze, decompile, reverse engineer, reproduce, or assist any third party to analyze, decompile or reverse engineer any information/material that belongs to EC-Council, including but not limited to the EC-Council Official Courseware, for any purpose whatsoever. Except for the purpose of providing the approved delivery of the authorized EC-Council Program, the TC is prohibited from utilizing EC-Council lab setup guide to build products that are distributed or sold by the TC to any third parties' training program utilizing EC-Council's Official Courseware.
- j. **Replication of courseware and Copying/Counterfeiting:** The provision of any EC-Council Official Courseware or the replication of any of the components of the Program in any platform including but not limited to e-learning, mobile, electronic, or video-based learning for EC-Council courses, shall be deemed as a breach of the provisions of this Agreement and EC-Council's Intellectual Property Rights. The TC understands that the creation of any ancillary products like lab solutions, video solutions, e-learning solutions, and exam preparation material for EC-Council Programs without the prior written approval of EC-Council shall be deemed as a fundamental breach of this Agreement. The TC understands that copying, counterfeiting, unauthorized teaching/learning, editing, amending, deleting whole or part of, and disseminating with whole or part of EC-Council Official Courseware or any proprietary course information of EC-Council, unless expressly authorized under this Agreement constitutes a fundamental breach of the Agreement which shall result in the termination of this Agreement.
- k. **Equipment Availability and Maintenance:** The TC shall at all times meet all the current requirements for facilities and equipment (including audio-visual equipment) and maintain it so as to ensure its effective use as set forth in the TC portal.

7. EC-Council Course Delivery and Courseware (Training Requirements):

- a. Training shall be based on EC- Council Official Courseware. The 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.
- b. The TC will deliver Training in a professional and competent manner at an Accredited Training Center via 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 Official Courseware. Each student shall be supplied with a new, unused, and unopened Program kit. Each course will be run according to the current EC- Council Official Courseware delivery guideline and the TC shall ensure that all course objectives are met. In the event of any course being cancelled, TC shall provide the students with reasonable advance notice of such cancellation. The TC agrees that allowing any instructor, not certified by EC-Council, to deliver EC-Council Official Courseware at an Accredited Training Center shall result in immediate termination of this Agreement.
- c. The TC shall conduct training only at the Training Location(s) identified in Item 3 of Schedule A of the Application Form. 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.
- d. The 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.
- e. Only EC-Council Official Courseware is 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 Program. For any EC-Council Training Program, the TC shall issue an electronic certificate of attendance provided by EC-Council when purchasing the EC-Council Official Courseware.
- f. Training must be provided to TC's customer or students in a manner consistent with EC-Council's high-quality standards. EC-Council's Official Courseware must be taught in its entirety in order to be considered as an authorized course.
- g. The TC shall ensure that its students complete the Training Program before allowing them to attempt the certification examinations.

8. Training Reseller Program

- a. **Appointment:** The TC may appoint "Training Resellers" in their territory. For the purpose of this clause "Training Resellers" shall mean legally distinct entity(ies) contracted by the TC solely for the purpose of promotion and marketing of the EC-Council Program. The TC shall ensure that each Training Reseller appointed by TC adheres to the requirements set forth below. It is clarified that under no circumstances shall the Training Resellers be authorized to provide training on EC-Council Official Courseware.
- b. **Eligibility:** In order to be a Training Reseller of the TC, an entity should have a good legal standing, and should not be on the list of unauthorized providers published at <https://www.eccouncil.org/warning-unauthorized-training/>, which is updated by EC-Council from time to time. The TC is required to check this list to ensure that none of the Training Resellers appointed by TC are listed as unauthorized providers by EC-Council.
- c. **Responsibility of the TC:**
 - I. The TC shall at all times ensure that each Training Reseller has the following disclaimer, conspicuously posted on each page of their website and/ or any marketing materials where EC-Council's Program are being promoted, in bold and in a prominent font size:
"This Program is delivered by [Name of TC], who is an authorized training partner of EC-Council. [Name of Training Reseller] is not an authorized training partner of EC-Council and is only marketing and promoting the program offered by [Name of TC]".

- II. The TC shall provide the logo and brand guidelines to the Training Reseller and ensure that the Training Reseller follows them while promoting and marketing the EC-Council Program EC-Council's logo and brand guidelines which can be found at <https://cert.eccouncil.org/images/doc/ec-council-logo-usage-v3.0.pdf>.
 - III. The TC shall ensure that the Training Reseller is promoting and marketing EC-Council Program in compliance with all applicable laws and regulations including data protection laws.
 - IV. The TC acknowledges that if it had previously appointed a Training Reseller identified as an unauthorized provider on EC-Council's website, it must immediately terminate its association with such a Training Reseller upon signing of this Agreement.
 - V. The TC shall promptly notify EC-Council about termination of any appointed Training Reseller along with reason for termination. Any Training Reseller that is terminated due to breach of role and responsibilities identified in sub-clause (c) of this Clause shall be promoted to the list of unauthorized providers on EC-Council's website.
 - VI. The TC shall ensure that the Training Reseller is promoting EC-Council Program only in the Territory as identified in item 3, Section A of the Application Form appended to the ATC Agreement.
 - VII. EC-Council reserves the right to obtain from TC a list of all appointed Training Resellers in the Territory. The TC shall upon request from EC-Council immediately furnish the following details to EC-Council:
 - Name of all entities appointed as Training Reseller by TC;
 - Incorporation details such as registered address;
 - email address of the point of contact; and
 - Any additional information regarding EC-Council Programs.
- d. Restrictions:** The TC shall ensure that the Training Reseller shall not provide training on the EC-Council Official Courseware or disseminate any part of the Program;
- i. use or register, in whole or in part, EC-Council Marks, including EC- Council-owned graphic symbols, logos, icons, or an alteration thereof, as or as part of a company name, trade name, product name, or service name except as specifically noted in these guidelines including any brand guidelines available at <https://www.eccouncil.org/changes-to-ec-council-logo-guidelines/> or any formal agreement;
 - ii. use EC-Council-owned graphic symbol, logo, or icon on or in connection with websites, products, packaging, manuals, promotional/advertising materials, or for any other purpose except for promotion of EC-Council Program on behalf of TC;
 - iii. use variation of the EC- Council logo for any purpose. Training Resellers cannot use a variation, phonetic equivalent, foreign language equivalent, takeoff, or abbreviation of EC-Council's Marks for any purpose. For example: Not acceptable: EC-Counsel, EC- Councili, etc;
 - iv. use EC-Council Marks in a disparaging manner;
 - v. use EC-Council Marks, in a manner that would imply EC-Council's affiliation with or endorsement, sponsorship, or support of a third-party product or service;
 - vi. infringe intellectual property rights of EC-Council; and
 - vii. breach applicable laws.
- e. The TC shall be liable for all losses, damages, claims, liabilities brought against EC-Council or incurred by EC-Council due to acts, or omissions of the Training Reseller(s) including but not limited to infringement of intellectual property rights of EC-Council.

9. Pricing and Payment Terms

- a. Pricing:** EC-Council Group reserves the right to amend the pricing from time to time. EC-Council shall not be liable to refund fees that are paid in advance.
- b. Return Policy:** Subject to the applicable law, TC agrees that all purchases by TC are strictly non-refundable.
- c. Billing and Payment:** The TC shall raise a valid Purchase Order ("PO") in a format approved by EC-Council Group and submit it to EC-Council Group. Thereafter, any entity within the EC- Council Group shall invoice the TC

accordingly. TC agrees that it shall be unconditionally liable to EC-Council Group 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 the TC. Further, TC shall be solely responsible for all billing and collections with respect to its clients and customers.

- d. **Taxes:** All prices are exclusive of all applicable taxes and customs duties unless otherwise stated. The TC agrees to pay and bear the liability of any taxes associated with the marketing, sublicensing, and delivery of EC-Council materials, including but not limited to withholding taxes, sales, excise and value added taxes.
- e. **Penalty for Late Payment:** Without prejudice to any other rights of EC-Council, in the event of the TC failing to pay any sums due to EC-Council Group on time or not at all, notwithstanding any notification by EC-Council Group of the overdue debt to the TC, EC-Council shall be entitled to charge interest on amounts overdue from the TC from the due date until the payment is actually made, at the rate of 2% per month. EC-Council reserves the right to suspend delivery of all future EC-Council Official Courseware until such dues are paid.

10. Quality Control

- a. EC-Council reserves the right to review and audit the performance level of the TC including its staff, facilities, and equipment. The 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. Each TC should maintain records including but not limited to student and CEI records and class schedules throughout the term of the Agreement, and for a period of one (1) year thereafter. Any deficiency in training, equipment, or materials will be identified and submitted in writing by EC-Council to the TC and the TC shall submit a corrective action plan for resolving all such outstanding issues within 30 (thirty) days. The TC's failure to cure such deficiencies within 30 (thirty) business days after receipt of the written notification will constitute a material breach of this Agreement and will be grounds for immediate termination of this Agreement.
- b. During the term of this Agreement and for a period of 12 (twelve) months after the termination or expiration hereof, EC-Council shall have the right, at its expense and upon no less than five (5) 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 the authorized representative(s) of EC-Council, and shall not interfere unreasonably with TC's business activities.

11. Trademark License

- a. Subject to the provisions of this Agreement, EC-Council grants the TC a non-exclusive, non-transferable, revocable license to use the current EC-Council's Marks, as applicable to the EC-Council Program, provided to the TC under this Agreement. The limited license granted under this Agreement shall solely be in connection with the marketing and advertising of the TC's services as specified in this Agreement and by EC-Council guidelines, as updated from time to time. The use of EC-Council Marks for marketing shall be in conformity to the provisions of this Agreement.
- b. Any use of the EC-Council Marks must be in accordance with the current EC- Council trademark usage policies located at <https://www.eccouncil.org/changes-to-ec-council-logo-guidelines/>. TC shall 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 licensed by EC-Council, under this Agreement, or affix any EC-Council Marks to any course material or collateral.
- d. The TC acknowledges that EC-Council is the sole owner of 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 portal.
- 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 or/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. EC-Council Official Courseware and Programs are EC-Council's proprietary material 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 EC-Council Official Courseware and Programs 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. TC hereby grants EC-Council non-exclusive, non-transferable right to use the name and service marks of TC in its marketing materials or other oral, electronic, or written promotions, which shall include naming TC as an ATC of EC-Council and a brief scope of services provided. In addition, TC hereby grants EC-Council the right to display its logo (or other identifying information) on its website, sales deck or any promotional materials of EC-Council. EC-Council may elect to issue a press release related to this Agreement.

12. Representations, Warranties and Indemnification

a. Representations: Each party represents and warrants as follows:

- i. that each party has full power and authority to execute, deliver and perform its obligations under this Agreement;
- ii. that 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. that 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. Further, TC represents and warrants that the TC maintains and will maintain significant business operations to carry out its duties in accordance with the terms of this Agreement.

b. Warranties: EC-COUNCIL OFFICIAL COURSEWARE AND EC-COUNCIL 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. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY EC-COUNCIL OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY DISTRIBUTORS SHALL CREATE A WARRANTY AND THE TC IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT.

c. Indemnification:

- i. **Indemnification obligations of the TC:** TC shall indemnify, defend, and hold EC-Council Group, its directors, officers, agents and employees harmless from and against any and all Losses and Claims arising from (i) the TC's negligence, whether it be sole or in concert with others, in connection with the performance of all the rights and duties of this Agreement, (ii) breach of its obligations under the Agreement, (iii) fraud, misconduct by the TC, its

directors, affiliates, agents and employees; and (iv) breach of applicable laws, (v) acts or omissions of the Training Reseller including but not limited to infringement of intellectual property rights of EC-Council ; or (vi) breach of the Training Resellers obligations.

- ii. **Indemnification obligations of EC-Council:** EC-Council shall indemnify the TC from and against direct losses, damages, costs and expenses and claims brought by a third party arising out of or in connection with infringement of the intellectual property rights of such third party due to the use of the EC-Council Official Courseware under this Agreement. If the EC-Council Official Courseware becomes the subject of an infringement claim or action, EC-Council may at its sole discretion: (i) procure, at no cost to the TC, the right to continue distributing and using the EC-Council Official Courseware; (ii) replace or modify the EC-Council Official Courseware so that they become non-infringing; or (iii) withdraw the EC-Council Official Courseware and terminate any access without any further obligation. This section states our EC-Council's entire liability and TC's sole and exclusive remedy with respect to any claim provided under this section. Notwithstanding the foregoing, EC-Council shall not be liable to indemnify the TC if: (i) the TC uses the EC-Council Official Courseware in any manner not in consonance with the terms of the Agreement; and/or (ii) the TC uses the EC-Council Official Courseware in combination with any other product.
- iii. The above provisions shall be subject to the party seeking indemnity giving to the other party, a prompt notice of any claim and provide the indemnifying party all necessary information and assistance so that the indemnifying party may, at its option, defend or settle the claim raised by third Parties, if any.

13. Proprietary Information

- a. **“Confidential Information”** herein shall mean proprietary and confidential information, whether in tangible or intangible form, and regardless to whether or not in distribution or under development, to include, without limitation, technology, digital rights management, encoding, processing and distribution of digital media, engineering information, descriptions, writings, documents, computer source code and object code, hardware and software designs and specifications, schematics, processes, policies, procedures, audits and any related information, methodologies, drawings, financial information and projections, geographic and physical expansion and construction plans, formulae, data, know-how, trade-secret, source-code, developments, designs, improvements, software programs, product and marketing plans and strategies, customer and supplier lists, product and service pricing and discounts. Parties agree to hold Confidential Information in confidence and shall not disclose or divulge, either directly or indirectly, any of the Confidential Information and trade secrets related to Party's or vendors' or customers' business, to any other person or entity, including any subcontractors, at any time during the term of this Agreement. This obligation shall continue until the earlier of (i) such time as the Confidential Information becomes publicly available through no fault of the obligated Party, or (ii) five (5) years following the receipt of the Confidential Information. Notwithstanding the foregoing, the trade secrets and methodologies shall be kept confidential in perpetuity. Either party may enforce this confidentiality by means of injunctive or other equitable relief. The rights and obligations of the parties under this section shall survive the termination of this Agreement.
- b. **Duty of Care:** Parties shall:
 - i. Hold Confidential Information in confidence with the same degree of care with which it protects its own confidential or proprietary information.
 - ii. Disclose Confidential Information solely on a “need-to-know” basis to its employees and agents (provided any such agents are bound by a written confidentiality agreement containing terms no less stringent than those contained in this Agreement) and advise them of their confidentiality obligations;
 - iii. Not copy, distribute, or otherwise use such Confidential Information or knowingly allow anyone else to do so, and any and all copies shall bear the same notices or legends, of the originals;
 - iv. Keep other Party's Confidential Information separate and segregated from its other work; and
 - v. On request or termination, promptly return all Confidential Information and certify that it has been destroyed (with a valid certificate of destruction) and/or, if the information is recorded on an erasable storage medium, erase such

information from the storage medium.

vi. **Exclusions:** Parties shall have no obligation to preserve the confidential or proprietary nature of any Confidential Information that:

- *was already known prior to disclosure as evidenced by written records prior to such disclosure;*
- *Is or becomes publicly known through no wrongful act of disclosing Party;*
- *Is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the other party with respect to such Confidential Information;*

vii. Is independently developed by an employee of either Party who did not have any direct or indirect access to the Confidential Information;

viii. Is approved for release by written authorization; or

ix. Is disclosed following an order of a government agency or a court, provided due notice and an adequate opportunity to intervene is given to the other Party (unless such notice is prohibited by the order).

c. The rights and obligations of the parties under this section survive the termination of this Agreement.

14. Damages

a. **Direct Damages:** EC-Council Group's liability for any damages arising out of this Agreement shall be limited to the total fees paid hereunder by the TC to EC-Council Group for the twelve-month period prior to the claim for damages.

b. **Special Damages:** Except as expressly set forth herein, EC-Council Group 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 Group 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 Official Courseware obtained under this Agreement, EC-Council's sole responsibility and the TC's sole remedy is the correction or replacement of the EC- Council Official Courseware.

d. **Third Party Claims:** Save and except for claim of infringement of third-party rights and subject to the conditions mentioned herein, EC-Council will not be liable for any claim by the TC based on any third-party claim. In the event of a third party infringement claim against the TC with respect to the use of EC-Council Official Courseware, (i) the TC shall promptly notify EC-Council in writing of any such allegation by a third party that the EC-Council Official Courseware or any part thereof infringes or may infringe the intellectual property rights of such third party, (ii) EC-Council shall have the sole right to control any defense of any such claim involving alleged infringement of third party rights by its activities at its own expense and by counsel of its own choice and (iii) the TC shall not admit to or settle any such claim without approval from EC-Council in a manner that diminishes the rights or interests of EC-Council.

e. **Equitable Remedies:** TC acknowledges that each provision in this Agreement providing for the protection of EC-Council's rights, title, and interests in the Program and/or the EC-Council Official Courseware is material to this Agreement which gives them a particular immeasurable value, the loss of which cannot be reasonably or adequately compensated for by damages in an action of law. Accordingly, EC-Council shall be entitled to injunctive and other equitable relief in addition to any other remedies available to EC- Council in law or equity, to prevent or cure any breach or threatened breach of these provisions.

15. Termination

a. **Term:** This Agreement shall be effective from the date hereof for a period of one year from the Effective Date ("Initial Term"). After the completion of the Initial Term, the Agreement shall be renewed automatically for successive one-year terms (each a "Renewal Term"), subject to prompt payment of renewal fees when due and meeting all terms and conditions as mentioned in this Agreement and/or 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. EC-Council may terminate this Agreement with immediate effect, upon notice, for any of the following reasons:
- i. **Default:** The TC fails to comply with or is in default under any provision of this Agreement, including the provision of EC-Council Official Courseware;
 - ii. **Failure to cure breach:** If TC fails to cure the breach during the suspension period.
 - iii. **Renewal Fees:** Failure of the TC to make payment of the renewal fees when due.
 - iv. **Criminal Offense:** The TC or a principal thereof is convicted in a court of competent jurisdiction of a criminal offense;
 - v. **Bankruptcy:** The 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;
 - vi. **Payment:** The TC is delinquent in the payment of any EC-Council invoice under this 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 (thirty) days after the date of the invoice;
 - vii. In addition to other remedies, EC-Council reserves the right to suspend the services under this Agreement for breach of any provisions of this Agreement, until such time TC cures the breach.

16. Post- termination Obligations and Rights

Upon the termination or expiration of this Agreement:

- a. **Teach out obligation:** TC shall stop the Training Program. Notwithstanding the foregoing, the TC shall complete any Training which is in progress, provided that, the TC shall not enroll any new students;
- b. The TC may be given a period of (3) three months, at EC-Council's discretion, to exhaust the pending EC-Council kits. EC-Council reserves the right to either allow the TC to continue teaching the students or else to assign the students to any other ATC depending on the nature of breach that led to termination of the Agreement;
- c. The TC will not represent to the public that it is authorized to teach the Training Program;
- d. The TC will stop using in advertising or in any other manner, the Marks, symbols, and other identifying characteristics or indicia of EC-Council, and the 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.
- e. The TC shall return to EC-Council, at the TC's expense and without retaining any copies, course materials, lab equipment, all advertising and promotional material which EC-Council provided to the TC during this Agreement and all training records for the previous five (5) years;
- f. The TC will pay all amounts owed to EC-Council and return all EC-Council marketing materials, kits, plaque etc.
- g. If the TC is found in any way, using EC-Council's training materials or marketing materials, kits, plaque etc., or most importantly its Marks, after the three (3) month period mentioned in clause 16(b), it shall be subjected to applicable legal proceedings.
- h. Regardless of any other provision of this 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 the TC' s business or goodwill, or otherwise.
- i. **Non-Disparagement Clause:** The TC agrees to not disparage or cause harm to the goodwill of EC-Council at any time during the duration of, or after the termination of this Agreement for any reason. For the purpose of this section, "disparage" includes any negative statements, reviews, comments or feedback, written or oral, including all written or electronic communication, whether email, text message, through social media, etc.
- j. The TC agrees not to use any name, representation or URL that can cause a customer to believe that the TC is EC-Council and not merely an ATC.

17. 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, epidemic, pandemic, earthquakes, 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 New Mexico, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of New Mexico, 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 New Mexico. Further, the parties agree that the terms of United Nations Convention on Contracts will not apply to this Agreement.
- 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 and its future versions, including the Application Form, exhibits and schedules attached hereto, constitutes the full and complete agreement of both EC-Council and the TC 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. EC-Council may assign this Agreement by written notice.
- 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), email or facsimile at the addresses set forth herein 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, and if sent by electronic mail, at the time when it is sent on the condition that it is sent during normal working days and hours failing which the receipt would be deemed to have been received on the next working day (unless the representative of the receiving party is notified prior to sending and receipt shall then be deemed to have been received on the date the electronic mail is sent.

For EC-Council: Legal notices will only be sent to legal@eccouncil.org.

For TC: Legal notices will be sent to _____

- 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. **Relocation of ATC:** TC may not relocate any of its ATC sites without the prior written consent of EC-Council (consent of which shall not be unreasonably withheld).
- i. **Attorneys' Fees:** In the event of a 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:** The TC 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 the TC and EC-Council or between the TC and any EC-Council employee, agent, or contractor or between EC-Council and any TC 's employee, agent, or contractor. Neither the TC 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 TC hereby represents, warrants, acknowledges, and admits that EC-Council does not owe any fiduciary duty to the TC 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.
- m. Data Protection Legislations:** The TC hereby represents and warrants to the other that it shall comply with all applicable data privacy laws, including GDPR and shall ensure all necessary safeguards and agreements are in place in order to ensure the proper handling of any data subject to applicable data privacy laws. The TC will notify EC-Council of any obligations that EC-Council may have under applicable data privacy laws prior to transferring or storing any such data in or in conjunction with EC-Council's Official Courseware, Program, services and related products and content. TC agrees to indemnify, defend, and hold EC-Council harmless for any violation by the TC of this Section. The collection, use, and disclosure of data in connection with the TC's use of the services and content is subject to EC-Council's privacy policy which can be found at <https://www.eccouncil.org/legal/privacy-policy/> or such other URL locations which can be found at EC-Council's website as EC-Council may provide from time to time ("EC-Council's Privacy Policy"). Any collection and use of the data shall be additionally subject to the Data Processing Agreement which can be found at <https://www.eccouncil.org/legal/data-processing-agreement/> or such other URL locations which can be found at EC-Council's website as EC-Council may provide from time to time ("EC-Council's DPA").
- n. Third Party Software and/or Open-Source Software:** EC-Council Official Courseware and/or Program may contain third party software or platform (Third Party Software) and/or Open-Source Software (Open-Source Software) for the student's use. Such Third-Party Software and/or Open-Source Software is subject to the terms of separate license agreement and/or applicable open-source licenses. To the extent, there is a conflict between the terms and conditions of this Agreement and the terms and conditions of such license, the terms and conditions of such license shall apply.
- o. Non-Solicitation:** The TC agrees and acknowledges that during the term of this Agreement and for a period of three (3) years immediately following the termination of the Agreement, for any reason, whether with or without cause, the TC shall not either, directly or indirectly, (i) solicit, induce, recruit or encourage any of the EC-Council employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of EC-Council either for the TC or for any other person or entity or (ii) call upon, accept business from, or solicit the business of person, who is a customer, consultant, supplier, adviser, partner, or employee of EC-Council or interfere with the business relationships between EC-Council and any of its consultant, supplier, adviser, partner, or employee of EC-Council or others with whom they have business relationships. The TC further undertakes not to contact, enter into contract with, induce, solicit, provide consultancy to EC-Council employees or get the EC-Council employees introduced to any third party, the clients and vendors of the TC for the period of three (3) years from the date of termination of this Agreement.

18. Product Limitation

The TC shall only be permitted to conduct full time / part time Training Program as specified in the acceptance letter by EC-Council.

19. Version upgrade:

The TC agrees that by its action to renew this Agreement anytime in the future shall signify its acceptance of all future changes of the terms and conditions of this Agreement and its adherence to the latest version of this Agreement which shall be available in the partner portal of EC-Council.

20. Anti-bribery and Corruption and International Trade Compliance:

- i.** The TC shall not permit any of its Affiliates and/or subsidiaries or any of its or their respective directors, officers,

managers, employees, independent contractors, representatives or agents (collectively, “Representatives”) to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any government official or private party, in each case, in violation of the U.S. Foreign Corrupt Practices Act (“FCPA”), the United Kingdom Bribery Act (“UKBA”), the Canadian Corruption of Foreign Public Officials Act (“CCFPA”), or any other applicable anti-bribery or anti-corruption law applicable in the jurisdictions where EC-Council, the TC, or its Representatives conduct business (collectively “Anti-Bribery Laws”). The TC shall cause each of its subsidiaries and Affiliates to cease all of its or their respective activities, as well as remediate any actions taken by the TC, its subsidiaries or Affiliates or any of its or their respective Representatives in violation of any Anti-Bribery Laws. The TC shall also cause each of its Affiliates and subsidiaries to maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with such Anti-Bribery Laws.

- ii. The TC acknowledges that the products, services, technology, and any associated technical data received from EC-Council in accordance with the terms hereunder are subject to economic sanctions, export controls, and other restrictive trade measures enforced by the United States and other applicable jurisdictions. In the performance of its obligations hereunder, the TC shall at all times strictly comply with all laws, regulations and orders, and agrees to commit no act which, directly or indirectly, would violate any such laws, regulations or orders, including, without limitation, (1) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 (“EAR”); (2) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), 31 C.F.R. Part 500 et seq., and the U.S. Department of State; and (iv) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Additionally, the TC shall not, and shall cause its representatives (if any) not to (a) export, re-export, divert or transfer EC-Council Program thereof to any destination, company or person restricted or prohibited by the ITAR, EAR, or other applicable export controls, or (b) disclose any data derived from EC-Council Program thereof to any national of any country when such disclosure is restricted or prohibited by the ITAR, EAR, or other applicable export controls. Additionally, the TC agrees that none of the products, services, technology, or associated technical data, or any direct product thereof is or will be shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, to any entity or individual subject to U.S. and other applicable economic sanction or export controls, or for use in nuclear activities, chemical/biological weapons, or missile projects unless explicitly authorized in writing by the U.S. Government. The TC agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Certain products with encryption functions may be subject to additional restrictions, including restrictions on distribution to government end-users outside the EU license free zone. Additionally, the TC is solely responsible for compliance with any import or use restrictions in the TC’s countries of operation. This provision shall survive the expiration or termination of this Agreement.

In witness whereof, both Parties execute this Agreement:

ATC:

**International Council of E-Commerce
Consultants (“EC-Council”)**

Signature:

Signature:

Print [Name]:

Print [Name]:

Title:

Title:

Date:

Date:

Appendix 1

- a. With the exclusion of programs listed below, the TC shall be authorized to offer all such programs that are listed as EC-Council Official Courseware and Programs in <https://www.eccouncil.org/programs/> as part of this agreement. EC-Council reserves the right to delete, modify or add to this course list, at its sole discretion.

Programs Excluded

Certified Chief Information Security Officer

Pricing Policy

- A. EC-Council will share the relevant pricing details with the TC, upon TC's acceptance into the ATC Program.
- B. This pricing shall be limited to the region specified in Item 3, Section A of the Application Form.
- C. The pricing provided under this Agreement is based on the standard pricing the of ATC program. Any promotional pricing, discounts, or special offers that may be available from time to time are not included in this Agreement. The Parties acknowledge that promotional pricing may be made available by EC-Council at its sole discretion, and any such pricing shall be subject to the terms and conditions of the applicable promotion. This Agreement may not be modified to include any promotional pricing or special offers unless expressly agreed to in writing by both Parties.

ADDENDUM A

CCISO Program

ADDENDUM B

iWeek Reseller Program

ADDENDUM C

iLearn Reseller Program