

AGREEMENT BETWEEN CEU-HQ, L.L.C. AND AUTHOR

This Agreement (The "Agreement") between:

Author

An individual with his main address located at *OR* a company organized and existing under the laws of the State/Province with its head office located at:

Name

Address City/State/Zip

Phone E-mail

And:

CEU-HQ, L.L.C.
4611 Bee Caves Road
Suite 200
Austin, Texas 78746
(877) 329-8844
(512) 329-8847 fax
www.ceu-hq.com

This Agreement shall be effective upon written acceptance of the continuing education course topic by CEU-HQ, L.L.C. and execution of this Agreement by the Author.

NOW THEREFORE in consideration of the mutual covenants set forth herein and intending to be legally bound the parties hereto agree as follows:

1. ENGAGEMENT

Upon the terms and subject to the conditions hereof, CEU-HQ, L.L.C. hereby engages Author to provide the continuing education course, hereafter, the "Work" and Author hereby agrees to provide CEU-HQ, L.L.C. with these services.

Author shall provide all materials and equipment for the timely completion of the Work. The Work shall be performed in strict conformance with the "**Course Writing Guidelines**" published at www.ceu-hq.com at the time this Agreement is executed and which is attached to and made part of this Agreement.

Work is subject to final review and approval of CEU-HQ, L.L.C. Work requiring alteration may be returned to Author for alteration prior to acceptance.

DESCRIPTION OF COURSE(S) CONTENT:

2. AUTHOR REPRESENTATIONS AND WARRANTIES

- A.) Author represents that the “Work” is not in the public domain and is original except for such excerpts from copyrighted works as may be included with the written permission of the copyrighted owners. Author further warrants that the “Work” contains no libelous, obscene or unlawful statements and does not infringe on any copyright, trademark, previous agreement or other right of privacy of others.

- B.) Author represents that they are the sole owner of the “Work” and have authority to assign and transfer all copyrights in and to the “Work” in all forms and media of expression now known or later developed to CEU-HQ, L.L.C. Author grants to CEU-HQ, L.L.C. a royalty-free, worldwide, perpetual license to display the “Work”. CEU-HQ, L.L.C., may at its sole discretion edit, remove portions of the “Work”, or remove the work in its entirety on its own initiative.

- C.) Author grants CEU-HQ, L.L.C. the authority to use “Work” to obtain accreditation by state, professional associations and/or other authorities having jurisdiction.

- D.) Author acknowledges that CE-HQ, L.L.C. is relying on these affirmations and acknowledges that the Author is solely responsible for any legal liability arising out of or related to the “Work”.

3. PAYMENT

CEU-HQ, L.L.C. agrees to pay the Author, 45 days after every calendar year quarter, via check, the sum of 20% of net sales for each accepted continuing education course. Payment is applicable to the total net receipts received at the end of each calendar quarter for a total of 3 years (12 quarters) effective from the course launch date.

“Net sales” is the total sales collected for the continuing education course by CEU-HQ, L.L.C., less amounts collected for sales taxes, duties, shipping, credit card fraud, charge backs and similar forms of bad debt, and credits for returned fees.

The “course launch date” is defined as the date that the course is available for purchase at www.ceu-hq.com.

“Accepted continuing education course” is defined as a course satisfying CEU-HQ, L.L.C.’s “Course Writing Guidelines” and launched on www.ceu-hq.com for the first time OR a previously accepted course whose content has been substantially updated by a minimum of 70% of the original content as mutually agreed by both parties.

4. RELATIONSHIP OF PARTIES

Author is acting solely as an independent contractor under this Agreement. Author will be responsible for payment of all State, local and Federal taxes arising from payment under this Agreement. It is agreed by the parties hereto that neither party shall act as an agent, employee or legal representative of the other for any purpose whatsoever, nor shall either party hold itself out as such. Neither party of this Agreement shall have the authority to commit or bind the other part to any agreement except as expressly described herein.

5. REPRESENTATIONS

CEU-HQ, L.L.C. shall not be deemed to have made any representation of a guarantee with respect to any estimates of projected revenue or user statistics made available to the Author in relation to this Agreement.

6. NO ASSIGNMENT

Author shall not have the right to assign any rights or interests occurring under this Agreement without the written consent of CEU-HQ, L.L.C., nor shall the Author assign any sums due, or to become due, to him under the provisions of the Agreement.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Author hereby agrees to protect, defend, indemnify (including its affiliated companies, agents and officers, and employees collectively referred to as the “Indemnitee”) free and harmless from and against all claims, demands, causes of action, suits or other litigation (including all costs thereof and attorney’s fees) arising out of the Work or caused in whole or in part by the Work.

8. GOVERNING LAW

The Agreement and all transactions contemplated by this Agreement shall be interpreted under the laws of the State Of Texas, Travis County. Each party consents to the jurisdiction of such court in any legal proceeding and waives any objection to the laying of venue in this court.

9. SEVERABILITY

The terms and conditions of this Agreement are hereby deemed by the parties to be severable and the invalidity or unenforceability of one or more of the provisions of the Agreement shall not affect the validity or enforceability of the other provisions hereof.

10. FORCE MAJEURE.

Neither Author nor CEU-HQ, L.L.C. shall have any liability for any conditions affecting the display, sale, production and/or compensation for the Work reasonably beyond the control of either party. This may include, but not be limited to power failure, computer virus, explosion, fire, flood, etc.

11. ATTORNEY’S FEES

Attorney’s fees and Court costs shall be paid by the defendant in the event judgment obtained to enforce this agreement or any breach thereof.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Author and CEU-HQ, L.L.C. with respect to the content of this agreement and supersedes all other negotiations, discussions between these parties. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon the parties.

IN WHITNESS WHEREOF the parties have executed this Agreement as of the date written.

CEU-HQ, L.L.C.
Kathryn Lang
Director of Course Development

Date

Author

Date