

**ZIPFORM CERTIFIED TRAINERS PROGRAM  
PLEDGE OF COMMITMENT**

This Pledge of Commitment is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2004 ("Effective Date") by and between RE FormsNet, LLC ("REFN") and \_\_\_\_\_ ("Trainer"). Trainer agrees to the following:

**1. ZipForm Certified Trainer.**

(a) In General. Subject to Trainer agreeing to be bound by the terms herein, REFN hereby grants Trainer status as a ZipForm Certified Trainer. REFN will provide Trainer with a ZipForm Certified Trainer certificate; a training manual for Trainer's use when conducting training sessions; course materials for use during training sessions; and a ZipForm PowerPoint® presentation for use during training sessions. Should REFN establish a ZipForm Certified Trainer referral webpage, Trainer's name and contact information shall be listed on the webpage. Trainer shall conduct all training sessions in a competent and professional manner. Trainer may conduct training sessions at no charge to students, or Trainer may charge students tuition fees, at Trainer's option. Should Trainer charge students tuition fees, Trainer shall be required to execute a Tuition Addendum in a form substantially similar to the form attached hereto as Exhibit A. Trainer will be responsible for the management and administration of all training sessions scheduled by Trainer, including but not limited to scheduling training session dates, times and locations, verifying attendance and collecting tuition fees, if any.

(b) Representations and Warranties. Trainer warrants and represents that it will:

- Represent the ZipForm product in the highest professional manner, and treat all students with the utmost respect and courtesy;
- Exclusively promote ZipForm as the preferred electronic real estate forms software and refrain from promoting, endorsing or training others with regard to any product or service that competes with the ZipForm product;
- Commit to the highest standards of customer service and business integrity;
- Work diligently to deliver responsive personal attention and comprehensive, highly accurate instruction;
- Conduct all professional relationships in a manner that will be a credit to the ZipForm product; and
- Epitomize professional excellence and exceed customer expectations in all facets of instruction while Trainer is a ZipForm Certified Trainer.

Should Trainer fail to fulfill any of the above, Trainer's status as a ZipForm Certified Trainer may be revoked by REFN.

**2. Promotion and Marketing of Training Sessions.** Trainer may market and promote the training sessions as Trainer deems appropriate, including the creation and distribution of training session promotional and marketing materials; provided, however, that all promotional and marketing materials containing REFN's name, logos or trademarks or the ZipForm name or logo shall be subject to REFN's prior review and approval. At REFN's sole discretion, REFN may provide promotional and marketing materials to Trainer to assist Trainer in marketing and promoting the training sessions.

**3. Use of REFN Materials; Other Materials.** Trainer may use REFN's training manual, course materials and other materials provided by REFN when conducting training sessions. Trainer shall not present, show, display, use or sell any other materials to students during the training session, including but not limited to training, motivational, management or promotional materials, books, pamphlets, tapes, videos, CD-ROMs or CDs, without the express written permission of REFN. Trainer's breach of this section shall be grounds for immediate termination of the Pledge of Commitment by REFN, and Trainer shall not be entitled to any fees in connection with that training session.

**4. Term and Termination.**

(a) Term and Termination. This Pledge of Commitment shall commence on the Effective Date and shall expire one (1) year from the Effective Date. Either party may terminate this Pledge of Commitment by giving the other party thirty (30) day’s prior written notice.

(b) Obligations After Termination. Should the Pledge of Commitment be terminated for any reason, Trainer shall provide REFN with all unpaid tuition fees, if any, and any unused course materials within ten (10) days after the termination of this Pledge of Commitment. Trainer shall cease any and all use of REFN’s name, logos and trademarks, including the ZipForm name and logo. Trainer’s status as a ZipForm Certified Trainer shall immediately terminate.

**5. General Provisions.**

(a) Independent Contractors. Trainer shall not have any authority to bind or commit REFN by any promise or representation unless specifically authorized in writing by REFN. The parties are independent contractors and nothing contained herein shall be construed as establishing a joint venture or partnership relationship between Trainer and REFN. This Pledge of Commitment may not be transferred or assigned by Trainer.

(b) Indemnification. Trainer agrees to indemnify, defend and hold harmless REFN, its parent, and their directors, officers, employees, agents, contractors and assignees from and against any and all claims, demands, damages, liabilities, loss, costs, or deficiencies of any nature (including but not limited to reasonable attorneys’ and expert witnesses’ fees and other costs and expenses incident to proceedings or investigations or the defense of any claim) suffered as a result of any act or omission by Trainer in the performance of this Pledge of Commitment.

(c) REFN Intellectual Property. All intellectual property rights associated with the REFN’s name, logos and trademarks, including but not limited to the ZipForm name, logo and product, the training manual and course materials provided to Trainer by REFN, are owned and expressly reserved by REFN. The training manual and course materials are only to be used to conduct the training sessions. Trainer may not copy, distribute, create derivative works from or otherwise make use of the training manual or course materials other than expressly allowed herein without REFN’s prior written consent.

(d) Choice of Law; Jurisdiction and Venue. This Pledge of Commitment will be governed by, and construed in accordance with, the substantive and procedural laws of the State of California, excluding conflict of law principles. Any judicial action or proceeding brought in connection with this Pledge of Commitment, whether in law or equity, will be filed exclusively in a court of competent jurisdiction located within the County of Los Angeles, the State of California.

(e) Compliance with Law. Trainer will comply with all applicable federal, state and local laws, rules and regulations in performing this Pledge of Commitment.

(f) Program Cancellation. REFN reserves the right to discontinue the ZipForm Certified Trainer program and referral webpage at any time without notice.

This Pledge of Commitment is executed by the parties as of the Effective Date.

[INSERT TRAINER NAME]

RE FORMSNET, LLC

\_\_\_\_\_  
Signature of Trainer

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A  
TUITION ADDENDUM**

This Tuition Addendum (“Addendum”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2004 (“Effective Date”) and is an addendum to the Pledge of Commitment by and between RE FormsNet, LLC (“REFN”) and \_\_\_\_\_ (“Trainer”) dated \_\_\_\_\_. The Pledge of Commitment is hereby amended to include the following:

**6. Tuition Fees.**

(a) Training Sessions Scheduled by Trainer. Trainer may conduct training sessions and charge students tuition fees as Trainer deems appropriate. Should Trainer charge students tuition fees for a training session, Trainer shall remit to REFN a written report consisting of the date, time and location of the training session; the name, address and telephone number of each student that attended the training session; and a fee of five dollars (\$5.00) for each student who attended a training session if REFN provides printed user guides for each student. Trainer shall remit the written report and fees to REFN on a monthly basis, and on or before the tenth day of each month for all training sessions completed during the immediately preceding month. The suggested retail tuition fee per student is twenty-five dollars (\$25.00) per student for training sessions comprised of ten (10) or less students; twenty dollars (\$20.00) per student for training sessions comprised of eleven (11) to twenty-five (25) students; and fifteen dollars (\$15.00) per student for training sessions comprised of twenty-six (26) or more students. Notwithstanding the foregoing, Trainer shall have the sole discretion to determine the tuition fees for training sessions. Should Trainer cancel a training session scheduled by Trainer, Trainer shall be solely responsible for notifying students and refunding tuition fees, if any.

(b) Training Sessions Scheduled By REFN. At REFN’s discretion, REFN may request that Trainer conduct a training session for REFN. Should Trainer agree to conduct a training session for REFN, REFN shall inform Trainer of the date, time and location of the training session and provide Trainer with course materials to use during the training session. In such case the tuition fees shall be twenty-five dollars (\$25.00) per student for training sessions comprised of ten (10) or less students; twenty dollars (\$20.00) per student for training sessions comprised of eleven (11) to twenty-five (25) students; and fifteen dollars (\$15.00) per student for training sessions comprised of twenty-six (26) or more students. REFN shall be responsible for collecting the tuition fees for each student who has registered in advance. Should a student who has not registered in advance desire to attend a training session, Trainer shall collect the tuition fee from the student on the day of the training session and remit to REFN the name, address, telephone number and tuition fee for that student within ten (10) days after the completion of the training session. Trainer shall be paid one hundred fifty dollars (\$150.00) for one (1) training session or three hundred dollars (\$300.00) for two (2) or more training sessions conducted in a single day with a maximum of three (3) training sessions conducted in a single day. REFN shall reimburse Trainer for Trainer’s transportation and lodging expenses that have been approved in advance by REFN. REFN shall pay Trainer said fees within ten (10) business days after the training session(s) has been completed. REFN reserves the right to change the above fees at any time.

(c) Cancellation of Training Sessions Scheduled by REFN. REFN may cancel a training session scheduled by REFN at any time for any reason. Should REFN cancel a training session scheduled by REFN, REFN shall notify Trainer, and Trainer shall not be entitled to any fees except for approved reimbursable transportation and lodging expenses that are nonrefundable. Should Trainer be unable to conduct a training session scheduled by REFN, Trainer shall notify REFN immediately, and Trainer shall not be entitled to any fees or expenses whatsoever.

[INSERT TRAINER NAME]

RE FORMSNET, LLC

\_\_\_\_\_  
Signature of Trainer

By: \_\_\_\_\_  
Name:  
Title: