



Affiliate Services Agreement

This License Agreement is a legal agreement between you or your company (the Affiliate), whereas you as an individual has authorization to bind the organization, and 1033759 ALBERTA LTD. (the Company) relating to the license of access to online, on-demand training (the Product). BY CLICKING THAT YOU ACCEPT THE TERMS AND CONDITIONS YOU AND/OR YOUR ORGANIZATION AGREE(S) TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, OR YOU ARE NOT AUTHORIZED TO ACCEPT TERMS, DO NOT CLICK TO ACCEPT. This Agreement may also be executed in paper format through signature in the signature box and an initial on each page, made by an individual with signing authority for the organization. In the instance of paper format, all references to 'click to accept' are hereby removed from the Agreement.

For consideration the Company and Affiliate agree as follows:

WHEREAS:

- A. The Company intends to engage the Affiliate to promote the Product and refer individuals to purchase licensed access to the Products through the Company's website.

NOW THEREFORE the parties agree as follows:

1. **Definitions:** This Agreement uses the definitions set out in Schedule "A".
2. **Affiliate Services:** Subject to the terms and conditions in this Agreement, the Company retains the Affiliate, on a non-exclusive basis, to provide the following services (the "Affiliate Services") during the Term:
 - a. The Affiliate shall promote and market the Products in a prompt, diligent, competent and professional manner and shall follow Global eTraining marketing guidelines.
 - b. The Affiliate and its staff shall conduct themselves in a manner consistent with the high image, reputation and credibility of the Company and the Products, and shall not engage in any activities which reflect adversely on the Company or the Products.
 - c. The Affiliate shall comply with all applicable federal, provincial and municipal laws and regulations in performing the Affiliate Services.
 - d. The Affiliate shall follow the procedures and comply with the rules and regulations of the Company (the "Regulations") as set out in Schedule "B". The Company may change the Regulations from time to time.
3. **Term of Agreement:** The Term shall be 12 months from the Commencement Date, automatically renewed for additional 12 month periods and subject to early termination in accordance with the terms of this Agreement (the "Term").
4. **Affiliate Compensation:** In consideration of providing the Affiliate Services, the Affiliate shall be entitled to compensation as described in Schedule B. The Company reserves the right to change the compensation structure from time to time.
5. **Expenses:** All expenses and costs incurred by the Affiliate in providing the Affiliate Services under this Agreement will be borne by the Affiliate. The Company may provide Marketing Materials at its discretion.
6. **Protection of IP:** The Affiliate shall use its best efforts to protect all Company IP and Third Party IP associated with the Products. All Clients and End Users shall be required to enter into a License Agreement in such form as required by the Company.
7. **Confidential Information:** At all times during the Term of this Agreement and after its termination, the Affiliate will: (i) hold all Confidential Information in the strictest confidence; (ii) comply with all the Company's written and oral instructions for preserving the confidentiality of the Confidential Information; (iii) use the Confidential Information only at times and places that are so designated by the Company in furtherance of its business; (iv) take every reasonable precaution possible to protect, and avoid the unauthorized use and/or disclosure of the Confidential Information; (v) strictly comply with the applicable privacy legislation in effect at the time, including, but not limited to, all obligations respecting the

collection, use, protection and disclosure of personal information by the Company and/or its customers and/or its suppliers; (vi) not (directly or indirectly) disclose, sell, give, loan, or otherwise transfer, any Confidential Information, unless the Affiliate is given prior written authorization by the Company to do so; (vii) not (directly or indirectly) publish, lecture on, display, appropriate or otherwise copy, any Confidential Information, unless the Affiliate is given prior written authorization by the Company to do so; and (viii) not (directly or indirectly) use any Confidential Information for his/her own benefit or for the benefit of any other person other than the Company unless given prior written authorization by the Company to do so.

8. **Company IP:** The Company retains ownership of all Company IP and nothing in this Agreement shall be construed as transferring any right in the Company's IP or any Third Party's IP to the Affiliate except for the limited license referred to in clause 10.
9. **Logos, Trademarks and Copyrights:** The Company hereby grants to the Affiliate a limited license to use the Company's logos, trademarks and copyrights for purposes of promoting and selling Products to Clients for the duration of this Agreement, including any Marketing Materials that may be provided by the Company. All uses of the Company's logos, trademarks and copyrights shall be under the control of the Company and the Company shall have the right to inspect all uses of the Company's logos, trademarks and copyrights and shall have the right to specify how the logos, trademarks and copyrights are used including, without limitation, specifying the proper intellectual property notices required to be incorporated into all permitted uses. The Affiliate shall not use any of the Company's logos, trademarks or copyrights in connection with any product or service other than the Products.
10. **Termination by the Company or the Affiliate:** The Affiliate or the Company may terminate this Agreement at any time during the Term.
11. **Return of Property:** Upon any termination or expiration of this Agreement, the Affiliate shall immediately deliver or cause to be delivered to the Company all Marketing Materials, records, files, manuals, books, documents, materials, supplies, computer programs, money and other property and materials belonging to the Company, or for which the Company is liable to others, including all copies thereof, remaining in the possession, charge, control or custody of the Affiliate, including any Confidential Information. In the case of electronic media or materials, the Affiliate shall provide the Company with proof of deletion or destruction of said materials.
12. **Warranties:** Except as set forth in this Agreement, the Company makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products. The Affiliate accepts the Products "as is". The Company warrants that it has sufficient rights to sell the Product and to enter into this Agreement. The Company makes no warranties of merchantability or fitness for a particular purpose. The Company will use its best efforts to ensure the Products do not contain any virus, worm, time bomb, or other similar forms of malicious code intended to cause harm or damage to any computer systems or data. The Affiliate shall not represent to any Client or End User that the Company offers a warranty beyond what is expressly provided for in this clause.
13. **Limitation of Liability:** Any liability by the Company to the Affiliate under this Agreement, whether through negligence or otherwise, shall be limited to the amount of money received by the Company through the Affiliate Services under this Agreement in the 3 month period preceding the date of any claim. In no event shall the Company be liable to the Affiliate for any indirect or consequential damages, including loss of profit, howsoever caused.
14. **Indemnity:** The Affiliate shall indemnify and hold the Company harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses on a solicitor client basis) suffered by the Company directly, or due to any claim brought against the Company, arising from the Affiliate's breach of this Agreement including, without limitation, the Affiliate's failure to protect the Company's IP or a Third Party's IP or to protect the integrity of the network from malicious actions. Subject to the Limitation of Liability provisions, the Company shall indemnify and hold the Affiliate harmless from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses on a solicitor client basis) suffered by the Affiliate directly, or due to any claim brought against the Affiliate, arising from the Company's breach of this Agreement.
15. **Non-Competition:** The Affiliate agrees that during the term of this Agreement and any extension thereof, and for a period of not less than two years following the termination of this Agreement for any reason, it will not directly or indirectly or in any form or fashion whatsoever use Company IP or Third Party IP or Confidential Information of the Company, nor solicit the Company's suppliers or resellers, to design, distribute, or sell any product that is directly competitive with the Products except as expressly allowed for in this Agreement.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, forms,

conditions, undertakings or collateral agreements, express or implied or statutory, between the parties other than as expressly set forth in this Agreement.

17. **Amendments and Waivers:** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
18. **Independent Contractors:** Nothing herein shall be deemed to constitute the Company and the Affiliate as partners, joint venturers or otherwise associated in or with the business of the other. The Affiliate is and shall always remain an independent contractor, and neither party shall be liable for any debts, accounts, obligations, or other liabilities of the other party, its agents, or employees. Neither party is authorized to incur debts nor other obligations of any kind on the part of or as agent for the other except as may be specifically authorized in writing. It is expressly recognized that no fiduciary relationship exists between the parties.
19. **Notices:** Any notice under this Agreement may be made by email at the email addresses indicated under the signature lines.
20. **Assignment:** Except as may be expressly provided in this Agreement or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially of its assets, neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party.
21. **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions of this Agreement will continue in full force and effect.
22. **Non-Solicitation:** Both parties agree not to knowingly recruit, solicit or engage the services or employment of any of the other party's current employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement, without the prior written permission of the other party. Notwithstanding, nothing herein shall act as a restriction on either party generally advertising or posting job and consulting opportunities and any party may engage the services of any person that responds to such general advertisements or postings.
23. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The Company and the Affiliate each hereby agrees to be bound to the jurisdiction of the courts of the Province of Alberta.

SCHEDULE "A"

DEFINITIONS

Affiliate means the party first identified at the beginning of the Agreement.

Affiliate Pricing means the pricing of the Products offered to the Reseller as set by the Company.

Affiliate Services means the services set out in clause 2 of the Agreement and Schedule "B".

Agreement means this Agreement including all Schedules.

Client means the entity engaging in the agreement to use the Products and includes companies, educational institutions, government, organizations and individuals, however does not imply individual usage of the Products.

Commencement Date means execution date of this Agreement.

Company means 1033759 Alberta Ltd. doing business as Digital School.

Confidential Information means all information that: (i) the Reseller obtains from the Company or otherwise learns or discovers, while providing the Reseller Services to the Company and (ii) relates to and/or is useful in connection with the Company's business, as well as information about its employees, directors, officers, agents and customers, including, but not limited to, any data stored in any computer or computer-readable media, designs, drawings, manuals, diagrams, tables, calculations, graphs, plans, blueprints, specifications, explanations, instructions, descriptions, know how, methods, techniques, processes, procedures, designs, studies, prototypes, research in progress, test results, programs (including computer programs), paper notes, notebooks, trade secrets, reports or other written or printed information, models, samples, materials, tools and equipment, as well as any information related to the Company's customers, finances, marketing, suppliers and/or documents that the Reseller is told, or reasonably ought to know, that the Company regards as proprietary or confidential in nature - but does not include any information that the Reseller can demonstrate: (iii) is a matter of public knowledge (other than as a result of the Reseller 's own disclosure); (iv) is received from a third party that is not obligated (directly or indirectly) to maintain the information in confidence; or (v) that the Reseller is required by law to disclose.

Course means an online course provided by the Company.

End User is an individual user of the Product.

Enterprise Reseller an upgraded Reseller Tier from the Standard Reseller. A separate agreement outlining the terms is required.

IP means any present or future development work, text, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, computer code, trade secret, data model, invention, drawing, plan, specification, process or similar property and includes Confidential Information.

Marketing Materials includes brochures, text, web links, logos and selling strategies.

Products mean Courses offered by the Company which Courses may include Third Party IP.

Regulations means the procedures, rules and regulations of the Company as set out in Schedule B.

Reseller – means any channel distribution partner of the Company including but not limited to distributors, resellers, agents, referral partners and affiliates.

Third Party IP means IP that is the property of a third party which is included as part of the Products under license with the Company.

SCHEDULE "B"

PROCEDURES, RULES AND REGULATIONS

1. The Affiliate is permitted to promote the Products within North America and commissions are only payable on purchases made from within North America. The Company may change eligible geographical regions at any time. If Affiliates are actively targeting excluded territories, the Company may terminate the Affiliate agreement immediately. Affiliates are engaged in a non-exclusive capacity and do not have the right to exclusive territories.
2. The Affiliate is to use the marketing material as provided by the Company through the Company's affiliate communications. Any promotional materials using the Global eTraining logo or branding, must be pre-approved by the Company. The Company may modify the affiliate program marketing materials, including automatically modified banner advertisements, at any time.
3. The Company has the right to request any and all references to the Company, Products and Courses be removed from any website, advertisement or promotional material. The Affiliate will comply with all requests.
4. All customer data including leads and all transaction data is the exclusive property of the Company. Affiliates do not have any ongoing claim to any leads or customers referred to the Company.
5. Affiliates are not permitted to sign-up or sell through other affiliates, resellers, distributors or any other 3rd Party, unless explicitly allowed for within this Agreement.
6. The Affiliate may not give away products. Products and prices are set by the Company and displayed on the Company's eCommerce cart. Any promotions or discounts are provided at the sole discretion of the Company.
7. DEMO Course is a course or set of courses with limited content and/or limited time access available for previews for potential purchasers. Demo Courses are provided at the discretion of the Company.
8. User Names and Passwords for the Products shall be issued by the Company to the End User according to The Company's established procedures. Once a User Name and Password has been generated The Affiliate shall not be entitled to cancel that particular order.
9. The Company will receive payment from End Users. At the end of each calendar month, the Company will compute the total quantities of Courses sold through the Affiliate Services to determine the amounts owed by the Company to the Affiliate. Payments will be made within 90 days of the end of the month. Payments to the Affiliate are based on collected revenues. For any revenues uncollected by the Company, Affiliate payments are not due.
10. The Affiliate will be entitled to 10% of gross revenue for the initial sale for each customer referred by the Affiliate as tracked through the Company's affiliate tracking system. If any discrepancies occur, the Company's affiliate tracking system will be the sole and final criteria for affiliate compensation tracking. The Company is entitled to process continuous orders and renewals with no additional payment due to the Affiliate. The Company reserves the right to change the compensation structure from time to time.
11. The maximum duration for Affiliate eligibility for commissions is 30 days between Affiliate referral action and customer transaction. All Affiliate referrals expire 30 days following Affiliate referral action.
12. In any scenario when more than 1 affiliate has referred a customer to the Company's eCommerce site within the time period, the commission will be paid only to the Affiliate tracked as the most recent referral point to the Customer.
13. The Affiliate program is intended for individual access to the Courses as processed through the Company's eCommerce cart. The Affiliate may refer enterprise accounts to the Company by contacting the Company directly. Any compensation to the Affiliate for enterprise referrals will be at the discretion of the Company. Affiliate compensation is not provided for lead generation or introductions to potential customers.
14. Only one login is to be provided to each End User and sharing of login information between End Users is strictly prohibited.

15. An End User is to be granted login access to a course for no longer than 1 year, without the written permission of the Company.
16. All Clients and End Users must agree to user license agreements as provided by the Company prior to accessing the products.
17. Any tampering with the Product by Affiliates, Clients or End Users is strictly prohibited and is considered a breach of the agreement. Tampering includes; any unauthorized downloading, printing, or copying; any reproducing, decompiling, translating, modifying or reverse engineering of courseware or code; inputting any malicious code, virus, worm, time bomb or other illegal actions; and/or any other actions which may be deemed a) disruptive to the network or other users or b) to jeopardize the IP of the courseware.
18. The Company reserves the right to conduct routine, mandatory or emergency maintenance. When possible, reasonable notice will be provided to End Users.
19. The Company reserves the right to make changes to the Schedules of the Agreement i.e. (Regulations, Territories, Prices, User Permissions, etc).
20. It is the responsibility of the Affiliate to regularly log in to the Company's partner portal for up-to-date information, requirements and instructions from the Company.