

STRATEGIC ALLIANCE AGREEMENT

This Strategic Alliance Agreement (the "Agreement") is made and effective the _____

BETWEEN: Leo C.H.C. Pvt. Ltd. (the "SOE"), a company organized and existing under the company laws of India, with its head office located at:

310, W.K.Road, Meerut. U.P. - India

AND: _____ (the "Company"), a corporation organized and existing under the laws of **State** _____ **Country** _____ with its head office located in _____.

In consideration of the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

RECITALS

- a. The name of this Strategic Alliance program is the "School of Educators (SA)" Program
- b. The Company represents and warrants to the SOE that the Company has read and understands the Privacy Policies and agrees to the terms set forth therein.

1. STRATEGIC ALLIANCE REGISTRATION

To register for the STRATEGIC ALLIANCE, the Company must agree to the terms and conditions of this document by signing this document and sending to us with the registration charges.

2. APPROVAL OR REJECTION OF STRATEGIC ALLIANCE APPLICATION

The SOE reserves the right to approve or reject ANY STRATEGIC ALLIANCE Application in its sole and absolute discretion. The Company will have no legal recourse against the SOE for the rejection of the Company STRATEGIC ALLIANCE Application.

3. REASONS FOR REJECTION

Without limiting the right to reject any application for any reason whatsoever in the SOE's absolute discretion, the Company application will be rejected if it is non complete, if the Company's website contains images or content that is not acceptable to SOE or is inconsistent with the image that the SOE wishes to create in association with its alliance, or if the Company's does any illegal, immoral, repulsive, defamatory, derogatory, harassing, harmful, threatening, obscene, vulgar, pornographic, racial or ethnic objectionable materials, depicts sexual situations, promotes discrimination on the basis of race, sex, sexual preference, national origin, ethnicity, nationality, disability, religious preference, or if the Company's does any work that appears to SOE to violate any patent, trademark, copyright, trade secret, confidential information, or other property rights of any other party.

4. TERMINATION AFTER ACCEPTANCE

Even after the SOE has accepted the Company as a STRATEGIC ALLIANCE partner, the SOE reserves the absolute right to rescind or terminate the Company alliance status for any reason in its sole and absolute discretion, including but not limited to the reasons set forth above.

5. FINANCIAL RESPONSIBILITIES

The SOE will be fully responsible for all costs and expenses of branding and marketing the company's products which is done by them but not responsible for the company doing any marketing and branding on its own.

6. NO REPRESENTATIONS REGARDING INCOME POTENTIAL

The SOE makes no representations and warranties regarding potential income that may result from participation in this STRATEGIC ALLIANCE and specifically disclaims any and all warranties relative to earning potential from the Company alliance status.

7. CUSTOMER SERVICE

- a. The company will be responsible for handling all customer inquiries, product orders, customer billing and collection, product shipment relative to customers that enter the SOE's site through the links from the SOE's site.

8. COMPENSATION

- a. Commissions will be paid to the SOE based upon a percentage of sales made by the sales leads provided by SOE. Commissions will be calculated based upon the gross sales price, but not including any shipping and handling, sales tax, special service fees such as gift wrapping or packaging, late charges, collection costs, imports/export duties, and any other payment made to the SOE that is not the purchase price for the product that is purchased. Commissions will not be calculated based upon amounts that are attributable to credit card fraud, credits given to customers, bad debt right-off and returned goods. The company reserve the right to deduct in subsequent months for any commission that the company paid that is for a product that is subsequently returned or refunded, or for any other reason if the previous monthly commission was overpaid or later subject to reduction.
- b. The percentages to be paid as commissions would be 5% of the gross sales for minimum 3 years after the sales lead are given to the company.
- c. Commissions will be paid on all the sales that are generated by the customer for which a sale lead has been provided.
- d. Commissions will be paid to the SOE on a monthly basis on or about the 5th of the subsequent month for amounts received by the company during the previous month. All payments will be made via company check sent to the address that the SOE supplied in the STRATEGIC ALLIANCE Application.
- e. The company has to send an audited balance sheet / annual report to verify the business done by the customer for whom the sales lead has been provided by SOE for minimum of 3 years.

9. CUSTOMERS' PROVENANCE

If Any customer thru sales lead provided by SOE is already a customer of company before the date of sales lead an audited balance sheet / taxed invoice would be the only proof to verify it.

10. TRADEMARKS AND COPYRIGHTS

- a. The SOE will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that the company provided to the SOE for use solely on the web page that the Company designates in the SOE STRATEGIC ALLIANCE Application.
- b. The SOE will only use such items in the form, size, content, and appearance that the company provided them to the SOE. The SOE is not permitted to modify them. The Company agrees to display these items prominently on its website / printer material.

11. PRODUCT AVAILABILITY

The SOE cannot guarantee product availability or the term of any price or special promotion or offer.

12. RESPONSIBILITIES

SOE's responsibility to generate the sales lead and the company's responsibility is to convert the sales lead.

13. TERM

The effectiveness of this Agreement shall not commence until the STRATEGIC ALLIANCE Application is accepted by the SOE. The effectiveness hereof and binding effect shall occur upon the SOE acceptance of the STRATEGIC ALLIANCE Application. This Agreement shall remain in full force and effect until terminated by the Company or by the SOE or minimum quotas are not reached (**minimum 1 sale per 6 months**). Either the SOE or the Company may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via Email to the Company at the Email address indicated in the STRATEGIC ALLIANCE Application. Any and all notices to the Company via Email at such address shall be deemed to be effective notice to the Company for all purposes. The commission to SOE as mentioned in point 8 would be paid for minimum 3 years even if the contract is terminated.

14. TERMINATION

The Company will not forfeit any commission for 3 years even if the agreement is terminated by either party.

Termination is deemed to occur when either party explicitly terminate the relationship. Termination is also deemed to occur when minimum quotas are not reached by Company.

Upon termination Company forfeits the right to receive commission for all future recurring subscriptions.

15. MODIFICATIONS

The SOE reserves the right in its sole and absolute discretion, to modify any terms and conditions of the STRATEGIC ALLIANCE and the terms and conditions of this Agreement upon notice to the Company. Notice of any changes may be given via Email to the Company or by posting such changes in the STRATEGIC ALLIANCE sections of the SOE's website. Such changes and modifications will take effect upon transmission of Email or posting on the SOE's website. The Company may terminate participation in the STRATEGIC ALLIANCE in the event that any of these modifications are unacceptable to the Company and such termination shall be the Company sole and exclusive remedy. In the event that the Company continues to participate in the STRATEGIC ALLIANCE following such modifications, the Company will be deemed by the Company continued participation to accept any and all such changes.

16. LIABILITIES

- a. THE SOE HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO SERVICES AND PRODUCTS SUPPLIED BY COMPANY TO CUSTOMER.

17. CONFIDENTIALITY

All the information shared by SOE and company would be kept confidentially. Confidential information shall also include any and all information related to the SOE's business, business plans, marketing plans, user statistics, financial information, pricing, profits, membership information, affiliations, sales information, and all other information which the SOE considers to be confidential and proprietary.

18. GOVERNING LAW

This Agreement shall be interpreted under the laws of India. Any and all legal actions relative hereto shall be in the courts of Meerut (U.P.).

19. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, agent/servant. The Company has no power or authority to bind the SOE to any obligation, agreement, debt or liability. The Company shall not hold itself out as an agent or representative of the SOE.

20. NOTICES

Notices to the SOE shall be by certified mail, return receipt requested addressed to the address contained in this Agreement, or such other address that the SOE provide notice of to the Company via Email or by posting the same on the Alliances section of the SOE website. Notices to the Company shall be by Email addressed to the Email address that the Company provided to the SOE in the STRATEGIC ALLIANCE Application or by posting such notices on the Alliance section of the SOE's website. It shall be the Company responsibility to check the alliance section of the SOE website periodically to monitor all notices set forth thereon.

21. ASSIGNMENT

This Agreement is only for the benefit of the party that the Company list in the STRATEGIC ALLIANCE Application. The Company shall have not right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

22. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supercedes any and all prior discussions, understandings, agreements, representations, warranties or covenants between the parties related to the subject matter hereof. This Agreement may only be amended by a writing signed by the authorized representative of each of the parties, except as otherwise set forth herein. Any waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent or other breach or default and shall not serve to modify the agreements set forth herein.

If any provision or term of this Agreement is held to be invalid for any reason, it shall not affect the enforceability of the remainder of this Agreement or any other term or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Return signed form to Leo C.H.C. Pvt. Ltd. :

SOE

COMPANY

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title