

**MASTER AGREEMENT**  
**Between Notaryclasses.com (aka) New World Language Services, Inc.**  
**&**  
**Independent Marketing (Sales) Vendor**

This agreement is made and entered into this day of \_\_\_\_\_, 200\_\_ between  
Notaryclasses.com (aka) New World Language Services, Inc, (hereinafter "Notaryclasses.com") with it's  
principal place of business at 165 W. Hospitality Ln. Ste 10, San Bernardino, CA. 92408 and

\_\_\_\_\_  
(hereinafter "Vendor") with it's principal place of business at  
\_\_\_\_\_.

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the parties mutually covenant, promise and agree as follows:

**1. Purpose**

The purpose of this agreement is to provide the terms and conditions between the afore mentioned parties which will allow the vendor to be reimbursed for marketing Notaryclasses.com to the public.

A. Whereas Notaryclasses.com wishes to extend an opportunity to the vendor to advertise and market notaryclasses.com to the public, the parties agree to the following:

1. Relationship between parties: The vendor will provide marketing services as an independent contractor and understands that this relationship between Notaryclasses.com and vendor is not an employer-employee. Furthermore, Notaryclasses.com shall not in any way control any aspect of the vendor's services on behalf of Notaryclasses.com including but not limited to time or method and shall not provide reimbursement for materials or advertising costs incurred by the vendor for the purposes of fulfilling this agreement. Vendor shall be required to complete a W-9 form and will be sent a 1099 in accordance with tax requirements for independent contractors. Vendor shall provide verification that he or she is at least 18 years of age.
2. Representation: At no time shall the vendor identify himself or herself as an employee of Notaryclasses.com or representative for Notaryclasses.com other than an Independent Marketing or Sales Vendor contracted for the exclusive purpose of providing marketing services to Notaryclasses.com. Vendor herein agrees to market classes for Notaryclasses.com legally and will never compromise the good name of Notaryclasses.com with false or misleading advertising. The Vendor further agrees that any act of false or misleading advertising shall be cause for immediate cancellation of this agreement and shall be cause for withholding any amounts due the vendor until it has been determined that no direct or indirect financial loss has occurred as a result either illegal advertising methods or false or misleading advertising. The Vendor signature below represents that the vendor either knows what advertising methods or will investigate the legality of advertising methods before engaging in such advertising and shall be personally liable for any actions which are deemed illegal.
3. Professionalism. Vendor shall at all times exercise reasonable efforts to provide marketing services in a professional manner as would be commonly expected by any marketing entity.
4. Indemnification. Vendor shall indemnify and hold harmless Notaryclasses.com (aka) New World Language Services, Inc. its directors, officers, agents and employees from and against

any and all claims or lawsuits asserted including payment of damages, losses, expenses, costs and reasonable attorney's fees arising in connection with services provided by Vendor to Notaryclasses.com.

## **2. Payment**

A. Notaryclasses.com shall reimburse Vendor monthly

- 2.1.1 Notaryclasses.com shall reimburse the vendor \$50/per student for each student registered directly by or through the vendor. In accordance with this agreement. Student must pay full registration fee. Payment is not applicable for the first two registrants or vendor.
- 2.1.2 The same reimbursements shall apply to students who are indirectly registered through the efforts and or expenses of the vendor for the purposes of fulfilling this agreement provided that the registrant properly informs Notaryclasses.com personnel at the time of registration of the vendor number to be applied. This can be done in any manner the vendor deems appropriate including verbally by the registrant but it is suggested that all registrants should write the vendor number on the registration form at the time of registration and fax it to Notaryclasses.com. Verbal communication regarding vendor numbers is acceptable but since it is impossible verify that such verbal information was given during registration, should discrepancies occur, Notaryclasses.com will not be bound to reimburse for such registrations.
- 2.1.3 Only one vendor will be reimbursed for each individual student. A single vendor number must be provided to Notaryclasses.com upon registration and only upon registration. Once a student is registered, the vendor number will not be changed for any reason except for dishonesty or illegal advertising methods on behalf of the vendor associated with the registration.
- 2.1.4 Any registrant who terminates their registration by non-payment or any other means shall be deemed a non-registrant and there shall be no obligation or expectation of payment reimbursed to vendor for such registrants. Vendor further agrees that should payment be made for a registrant who later cancels their registration by any means, vendor shall be obligated to reimburse Notaryclasses.com for any payments made for that registrant.
- 2.1.5 Vendor payments will be made by the 15<sup>th</sup> of each month for the vendor's registrants for the previous month.

## **3. Confidential Information**

Vendor acknowledges that it may receive and confidential information, including, without limitation, information about the other party's business and confidential information from registrants. Vendor will, and will cause its employees and agents to, strictly maintain the confidentiality of the Confidential Information of both Notaryclasses.com and any registrants or potential registrants and not disclose, disseminate or otherwise give Confidential Information to any other person, firm, organization or third party, and not to use for any other purpose, the Confidential Information without the other party's prior written permission. The obligations of confidentiality shall survive termination or expiration of this Agreement for a period without termination.

## **4. Severability**

A judicial determination that any provision hereunder is invalid in whole or in part shall not affect the enforceability of those provisions not found to be invalid.

## **5. Notices**

All notices and other communications relating to this Agreement or its terms will be in writing and mailed via first class United States Postal Service, certified or registered with return receipt requested or via facsimile. All notices so mailed will be deemed received two (2) days after postmark date and facsimile will be deemed received upon notification of successful transmission.

## **6. Choice of Law/Choice of Forum**

This Agreement shall be deemed to have been executed and delivered in San Bernardino, California, and shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. The parties agree to exercise any right or remedy in connection with

this Agreement exclusively in, and hereby submit to the jurisdiction of the State of California, Courts of San Bernardino County, California, or the United States District Court at San Bernardino, California. The state and federal courts situated in San Bernardino County, California will have non-exclusive jurisdiction and venue over any dispute or controversy, which arises out of this Agreement.

**7. Binding Effect/Assignment**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under this Agreement without prior written consent of the other party given at the other party's sole option; except that Notaryclasses.com may assign this Agreement to a subsidiary or affiliate upon notice to Vendor. Any such attempted assignment shall be void.

**8. Headings**

This Agreement may be executed in any number of original counterparts, each of which when executed and delivered will be deemed to be an original and all of which taken together will constitute but one and the same instrument. Headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

**9. Attorneys Fees**

In the event there is any dispute concerning the terms of this Agreement or the performance of any party hereto pursuant to the terms of this Agreement, and any party hereto retains counsel for the purpose of enforcing any of the provisions of this Agreement or asserting the terms of this Agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorney's fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.

**10. Term and Termination**

This Agreement will commence on the date of the last signature set forth below and will continue for one (1) year. Thereafter, this agreement shall be automatically extended for successive one (1) year terms unless terminated as hereinafter set forth. Either party may terminate this Agreement without cause.

**11. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by an authorized representative of each party.

The vendor signature on this Agreement constitutes a reasonable assumption by Notaryclasses.com that the Vendor has read this Agreement in its entirety and furthermore understands this Agreement and accepts the conditions herein.

“Notaryclasses.com signature”

“Vendor signature”: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

165 W. Hospitality Lne. Ste 10

\_\_\_\_\_

San Bernardino, CA 92408

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number \_\_\_\_\_

Vendor Number: \_\_\_\_\_ (to be provided by notaryclasses.com after signature)

Please sign and fax to: 909-388-1796 Questions? Call 909-915-1201