

EC-Council

Accredited Training Center (ATC) Application Form (v9.0)

Please complete the Application Form below and sign the legal agreement below and keep a copy of all your documents. Please allow two to three weeks for processing. This document does not constitute as an offer by EC-Council. Submission of a signed copy of this Application Form together with the attached Accredited Training Center (ATC) Agreement constitutes an offer to participate in the EC-Council ATC Program.

Section A: Training Center Information (all fields required unless noted otherwise)
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(1) Name of the Operating Company:

(2) Name of Training Centers/ Doing Business As (DBA) [If different from the above]:
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(3) Training Location (s):

(4) Contact details for EC-Council related matters:

(a) Primary Contact [Name and Email ID]:

(b) Contact Details of TC's Finance Personnel [Name and Email ID]:

(c) Contact Details of TC's Sales Personnel [Name and Email ID]:

(d) Contact Details of TC's Marketing Personnel [Name and Email ID]:

(e) Contact Details of TC's Administration Personnel [Name and Email ID]:

(5) Shipping address (P.O. Box not accepted):			
City	State/Province	Country	ZIP/Postal Code
Telephone No.:		Fax No.:	
Email Address:			
Website URL:			

(6) Type of Training Center (Please check the boxes where applicable):	
<input type="checkbox"/>	University
<input type="checkbox"/>	Higher-education Institution (≤4 years)
<input type="checkbox"/>	Higher-education Institution (≤2 years)
<input type="checkbox"/>	Technical Training Center
<input type="checkbox"/>	Others (please specify): _____
EC-Council Program(s) to be offered in TC (Please tick where applicable):	
<input type="checkbox"/>	Full/part-time academic program (for academic credit)
<input type="checkbox"/>	Full/part-time non-credit program
<input type="checkbox"/>	Corporate training program
<input type="checkbox"/>	Others (please specify):__

(7) Are other business units within your institution is an EC-Council ATC?	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

(8) EC-Council Representative / Distributor Details	
(a) Name	
(b) Contact Details	
(9) Minimum Order/Purchase Commitment:	
(a) Initial Minimum Order:	

(b) Annual Minimum Purchase Commitment:

Important Information (Please Read Carefully):

The terms and conditions of this ATC Agreement is meant to govern the delivery of EC-Council Programs that are selected by you herein. Training Center is strictly prohibited to offer any program other than the Program as selected herein: [Please check the appropriate boxes below]

<input type="checkbox"/>	EC-Council Official Courseware [Appendix 1]
<input type="checkbox"/>	CCISO Program [Addendum A]
<input type="checkbox"/>	iWeek Reseller Program [Addendum B]
<input type="checkbox"/>	iLearn Reseller Program [Addendum C]
<input type="checkbox"/>	Academia Via ATC (AVA) Program [Addendum D]

Section B: Partnership Development Information:

Name all your existing and/or intended Certified EC-Council Instructors (CEI):

First Name	Last Name	Email Address

*Note: It is mandatory for an ATC to register a Certified EC-Council Instructor (CEI) who is a staff or a consulting Certified EC-Council Instructor (CEI) with EC-Council. If you do not register a CEI within six months of acceptance of this Application Form, your ATC status may be suspended or revoked until this requirement is met.

Declaration

By signing below, I certify that the information provided in this Application Form is true and accurate and I have the authority to sign contractual agreements for this Institution.

Signature

Name	Title	Date

Please send the completed and signed Application Form and the signed EC-Council Accredited Training Center Agreement (non-negotiable) to the address below or to a representative in your region or email to partnersupport@eccouncil.org:

For North America and Canada, please mail to EC-Council USA (please see details below) or email to partnersupport@eccouncil.org:

EC-Council New Mexico:

101C Sun Ave NE
Albuquerque, NM 87109

For Europe, Middle-East, South America, Africa and Asia, please mail to EC-Council Asia Sdn. Bhd or email to partnersupport@eccouncil.org.

EC-COUNCIL ASIA SDN. BHD.

Block 3A-6-1, Plaza Sentral Office,
Jalan Stesen Sentral 5, KL Sentral,
50470 Kuala Lumpur, Malaysia

This Application Form together with the Accredited Training Center (ATC) Agreement form part of the same Agreement. In the event, there is any inconsistency between the Application Form and the ATC Agreement, EC-Council shall have the right to terminate the ATC Agreement.

EC-Council

Accredited Training Center (ATC) Agreement (v9.0)

This EC-Council ATC Agreement including the attached Addendum(s), Appendix(s), Schedule(s), annexation and/or exhibit each of which, as applicable, is expressly incorporated herein (collectively, the "Agreement") is between the International Council of E-Commerce Consultants, ("**EC-Council**") and the Training Center ("**TC**") whose name and places of businesses appear on the attached Application Form.

EC-Council hereby appoints the TC as an Accredited Training Center subject to the terms and conditions set forth in this Agreement. This appointment is non-exclusive in nature and is subject to TC's compliance with the terms of this Agreement.

In the event of any inconsistencies between the attached Addendum(s), Appendix(s), Schedule(s), annexation and/or exhibit and this Agreement, the terms and conditions in this Agreement shall supersede any of the attached Addendum(s), Appendix(s), Schedule(s), annexation and/or exhibit, except with respect to the specific terms and conditions related to the Program.

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which EC-Council appoints the TC as an EC-Council Accredited Training Center and on which TC is authorized to deliver training on EC-Council products ("Training") listed in Appendix 1, using course materials approved by EC-Council. For purposes of clarity, TC's are strictly prohibited from offering any of the programs/ solutions listed in any of the Addendum A-D unless each of the addendum have been duly signed and accepted by EC-Council independently.

2. Definitions

For the purposes of this Agreement, the terms defined in this Section shall have the meanings set forth below:-

"Accredited Training Center" means a business entity which is authorized by EC-Council to deliver the Training on EC-Council products using EC-Council Official Courseware (defined below).

"Program" shall mean one of the certification programs offered by EC-Council. This includes the course outline, the certification objectives, the lab setup configurations and lab exercises.

"EC-Council Official Courseware" shall mean EC-Council course materials, certification examination(s) vouchers, preparation materials, labs, instructor-slides, worksheets, drawings and/or diagrams related to such course materials and any accompanying materials for programs listed in Appendix 1. EC-Council reserves the right to add, modify, delete any of the EC-Council Official Courseware as listed in Appendix 1 unilaterally.

"Competing Certification" shall mean any trainings and certifications that promote themselves, directly or indirectly as a competing certification to EC-Council Program.

“**Marks**” means, as the case may be, any and all EC-Council titles, trademarks, service marks and/or logos which EC-Council may from time to time expressly designate for use that a TC is authorized to deliver its training.

3. Qualifications

In order to qualify and remain as an EC-Council Accredited Training Center, TC must be primarily dedicated to teaching and learning as determined by EC-Council in its sole discretion. Further, TC must have faculty and facilities that comply with EC-Council criteria.

4. Notification of Acceptance and Term of Termination

This Agreement shall not be considered accepted or executed by EC-Council and shall not come into effect until notification by EC-Council to TC of EC-Council’s acceptance of TC as an EC-Council Accredited Training Center. Such notification (which may be in writing or sent by electronic means) shall also contain the access ID and Password to the EC-Council ATC Portal. Upon receipt of this notification by TC, this Agreement shall be deemed accepted and executed by both parties and shall be effective forthwith.

5. TC Obligations.

a. **Fees and Minimum Initial Order:** Upon approval into the ATC program, TC agrees to promptly pay all application and renewal fees in accordance with this Agreement.

(i) **Fees and Renewal Fees:** Upon approval into the ATC program, TC is required to pay a fee of USD 500.00 for the first year and subsequently, pay a renewal fee of USD 250.00 per annum. Renewal fees are fixed to be due on January 1st or July 1st of each calendar year. TC whose renewal does not fall in the month of January or July shall have their renewal fee prorated at USD 20.00 per month (lump sum payment upfront) up till the next forthcoming renewal due date of January 1st or July 1st. Thereafter, TC will be charged the full renewal fee of USD 250.00 per annum at January or July every calendar year. The fees and renewal fees are non-refundable.

(ii) **Multiple Locations Application:** This Agreement is only for ONE training location as specified in item 3 of Schedule A of the Application Form. Should the TC own multiple locations, each location is required to be indicated clearly in the Application Form. For all subsequent locations, owned by the same TC, TC is required to pay a fee of USD 400.00 for the first year and subsequently, pay a renewal fee of USD 250.00 per annum. Renewal fees are due on January 1st or July 1st of each calendar year. TC whose renewal does not fall in the month of January or July shall have their renewal fee prorated at USD 20.00 per month (lump sum payment upfront) till the next forthcoming renewal due date of January 1st or July 1st. Thereafter, TC will be charged the full renewal fee of USD250.00 per annum at January or July every calendar year. The fees and renewal fees are non-refundable.

(iii) **Minimum Initial Order:** All new applications for ATC status worldwide must be accompanied with an order and payment of EC-Council Official Courseware as stipulated under Item 9 (a) and (b) of the Application Form. EC-Council reserves the right to rescind/reject the Agreement and the ATC status of the TC should the proof of purchase of these kits not be submitted to EC-Council during the application process. The minimum quantity will vary from region to region. Applications that are submitted without proof of purchase shall be rejected.

(b) **Use of Certified EC-Council Instructors:** Each TC must certify at least one staff member to become a Certified EC-Council Instructor (CEI) per site. If TC's having multiple locations, then, TC must have CEI equal to the number of authorized training sites regardless of where they are located, and must have a minimum of one staff per site. TCs must declare the number of qualifying CEIs when joining the ATC program and annually thereafter. TC shall be responsible for ensuring that all CEI certifications are current and up-to-date at all times. TC shall also ensure that the CEIs attend only EC-Council approved instructor renewal training, course updates and instructor reviews unless specifically agreed to in advance and in writing by EC-Council. TC may refer to the link for clarity on the terms and conditions for EC-Council approved instructor training: <https://www.eccouncil.org/about/certified-eccouncil-instructor/>.

(c) **EC-Council Training Administration:** During the term of this Agreement, the TC shall be solely responsible for the marketing, delivery and managing EC-Council Official Courseware at their respective TC's for their students/clients and for ensuring that the computer equipment, software, hardware and furniture that will be required for the completion of the training is in proper working condition and order. TC shall ensure that all students receive the official courseware from the ATC prior to course commencement or at the start of the class. Any delay by TC in providing the EC-Council Official Courseware shall constitute a breach of this Agreement. The EC-Council Official Courseware could be purchased online at <https://store.eccouncil.org/cart/> or via an authorized distributor. Prices are subject to change without prior notice.

(d) TC shall be responsible for ensuring that on the last day of training, all students complete the course evaluation forms and/or TC shall submit to EC-Council all course evaluations for EC-Council Programs in a format acceptable to EC-Council, failing to do so, may result in the termination of TC from the ATC program.

6. EC-Council Course Delivery and Courseware:

a. Training Requirements:

(i) Training on EC-Council Official Courseware shall be based on either EC-Council Official Courseware or on EC-Council endorsed Program. TC shall conform to all EC-Council requirements associated with the EC-Council Official Courseware, which EC-Council reserves the right to change, upon thirty (30) days' notice to TC.

(ii) TC will deliver EC-Council Official Courseware in a professional and competent manner at an Accredited Training Center via an EC-Council Certified Instructor (CEI) who have passed the EC-Council exam for the particular course to be delivered using only current and original EC-Council course materials. Each student will be supplied with a new, unused, and unopened student kit. Each course will be run according to the current EC-Council Official Courseware delivery guideline and the TC shall ensure that all course objectives are met. In the event that any course is cancelled, the TC will provide the students with reasonable advance notice of cancellation.

(iii) TC may conduct Training at more than one location, but only at the locations identified in item 3 of Schedule A of the Application Form. Each training location at which TC intends to deliver Training must be sufficiently equipped to conduct the training as per the needs of the various programs of EC-Council which will be specified in the CEI Portal from time to time.

(iv) TC may use the name “EC-Council Accredited Training Center” for the purposes of identifying itself as an EC-Council Authorized Training Partner. It shall not use it in any other ways nor incorporate the name “EC-Council” as part of its own name or identification, or as part of a logo, mark, or stylized representation of its own name or identification.

(v) Only EC-Council Official Courseware are to be used or provided to a student. Replacement Courseware may not be substituted in any manner whatsoever, using any means for any of EC-Council's offerings or classes. For any EC-Council course, the TCs must issue an electronic certificate of attendance provided by EC-Council when purchasing the EC-Council Official Courseware.

(vi) Training must be provided to the TC's customer or students in a manner consistent with EC-Council's high quality standards. EC-Council's Official Courseware must be taught in its entirety in order to be considered as an authorized course.

(vii) EC-Council may conduct inspections and audits during normal business hours. As background for these inspections, each TC should maintain student and CEI records and class schedules throughout the term of the Agreement and for a period of one (1) year thereafter.

(viii) The certification examination voucher shall be valid for period of one year from the date of purchase of the EC-Council Official Courseware.

(ix) EC-Council, its affiliates, representatives and/or distributors may enforce minimum sales and/or delivery expectation and a minimum purchase requirement on a quarterly basis and the TC hereby agrees to meet such targets set failing of which, EC-Council reserves the right to terminate this Agreement after serving a thirty (30) days' notice.

(b) TC shall not offer, make available, or sell EC-Council examination vouchers to any individuals that has not attended training with the TC. TC shall ensure that its students complete the EC-Council official training before allowing them to attempt the certification examinations. TC shall also ensure that students maintain the confidentiality of the certification examinations. Failure to meet this requirement shall result in termination of the ATC Agreement with the TC and the revocation of the examination results of the exam candidates.

(c) TC shall send a written communication seeking permission of EC-Council prior to allowing any student from taking exam at any other ATC's exam center. EC-Council reserves the right to accept or reject such a request on a case by case basis.

(d) EC-Council reserves the right to terminate TC without prior notice wherein the TC issues EC-Council exam voucher to any student and allows the student to take exam at any other ATC's exam center.

(e) **Non-Compete Clause:** During the term of this Agreement and for one year thereafter, the TC will not, directly or indirectly, distribute, offer, sell, promote, develop, administer, market and/or provide any competing training course (including, without limitation, any instructor-led or computer based training or a self-study course) that competes directly or indirectly with the Program and/or EC-Council Official Courseware. TC shall not sell or sublicense or otherwise make any software, certification examination or assessment tests available to any person or entity for any such purpose. Notwithstanding anything to the contrary above or elsewhere in this Agreement, TC may offer all courses that are vendor specific from institutions such as Microsoft and Cisco.

(f) **Piracy:** TC agrees not to engage in the manufacture, use, distribution, supply, marketing or promotion of any counterfeit, pirated, or illegal software, exam vouchers, student kits or other course materials, whether directly or indirectly, and shall assist EC-Council or other relevant parties in the investigation and prosecution of any such activities if requested. Materials constituting EC-Council Official Courseware and/or Program may not be copied at any time whatsoever. TC may not delete part(s) of the EC-Council Official Courseware but may add materials to it.

(g) TC understands that the training Program is an intellectual property of EC-Council. Subject to the provisions of this Agreement, the TC may opt to assemble their own original labs for the purpose of delivering the authorized training directly to its students strictly for **an Instructor led program** where the TC commits that each student receives an official curricula as part of the training but the TC understands that they are expressly prohibited from utilizing the assembly of any such product for any reason other than the said delivery. The TC is **strictly prohibited** from re-selling their labs, whether physical or in the cloud for a commercial purpose to any third parties. Should a TC own multiple locations, a prior written approval from EC-Council must be obtained before any lab offerings are distributed across multiple centers.

(h) **Reverse Engineering:** TC agrees not to analyse, decompile, reverse engineer or assist any third party to analyse, decompile or reverse engineer any information/material that belongs to EC-Council for any purpose whatsoever. Except for the purpose of providing the approved delivery of the authorized EC-Council Program, the TC is prohibited from utilizing EC-Council Lab Setup Guide to build products that are distributed or sold by the TC to any third parties' training program utilizing EC-Council's Official Courseware.

(i) The provision of any EC-Council content or the replication of any of the components of the Program in any e-learning, mobile, electronic or video-based learning for EC-Council courses shall be deemed as a breach of the provisions of this Agreement. The TC understands that the creation of any ancillary products like lab solutions, video solutions, e-learning solutions and exam preparation material for EC-Council courses without the prior written approval of EC-Council shall be deemed as a fundamental breach of the Agreement.

(j) **Equipment Availability and Maintenance:** TC shall at all times meet all the then current requirements for facilities and equipment (including audio-

visual equipment) and maintain it so as to ensure its effective use as set forth in the TC Site.

(k) TC understands that copying, counterfeiting, unauthorized teaching/learning and parting with any proprietary course information constitutes a fundamental breach of the Agreement resulting in termination of Agreement.

7. Pricing and Payment Terms

a. **Pricing:** EC-Council reserves the right to amend the pricing from time to time. Subject to applicable laws, the TC agrees to abide by the Minimum Pricing Policy mentioned in Appendix 1 and agrees not to market the training Program below the recommended retail price set by EC-Council and/or its distributors worldwide. Failure to adhere to this requirement shall result in the termination of the TC. EC-Council shall not be liable to refund fees that are paid in advance.

b. **Return Policy:** Subject to applicable law, the parties agree that **all purchases** by TC's are strictly non-refundable. All product exchanges made within 30 days of purchase will attract a 20% restocking fee.

c. **Billing and Payment:** The TC shall raise a valid Purchase Order ("PO") in the prescribed format approved by EC-Council and submit it to EC-Council. Thereafter, EC-Council shall invoice the TC accordingly. The TC agrees that it shall be unconditionally liable to EC-Council for the payment of all outstanding amounts due to EC-Council and/or its representatives regardless of any customer's failure to pay the TC or delay in paying the TC of any amounts relating to the products or services provided by TC. Further, the TC shall be solely responsible for all billing and collections with respect to its clients and customers.

d. **Taxes:** All prices are exclusive of all applicable taxes and customs duties unless otherwise stated. TC agrees to pay and bear the liability of any taxes associated with the marketing, sublicensing, and delivery of the EC-Council materials marketing, sublicensing, and delivery of the EC-Council materials, including but not limited to, sales, use, excise and value added taxes.

e. **Penalty for Late Payment:** Without prejudice to any other rights of EC-Council, in the event of a TC failing to pay any sums due to EC-Council on time or not at all, notwithstanding any notification by EC-Council of the overdue debt to the TC, EC-Council shall be entitled to charge interest on amounts overdue from the TC from the due date until the payment is actually made, at the rate of 5% per annum. EC-Council reserves the right to suspend delivery of all future EC-Council Courseware until such dues are paid.

8. Quality Control

a. EC-Council reserves the right to review and audit the performance level of the TC including its staff, facilities, and equipment. TC agrees to allow an audit on reasonable notice, and to provide all necessary support including but not limited to sales records, purchase records and student records. Any deficiency in training, equipment, or materials will be identified and submitted in writing by EC-Council to TC and TC shall submit a corrective action plan for resolving all such outstanding issues within thirty (30) days. TC's failure to cure such deficiencies within 30 (thirty) business days after receipt of the written notification will constitute a material breach of this Agreement and will be grounds for immediate termination of the Agreement.

b. During the term of this Agreement and for a period of 12 months after the termination or expiration hereof, EC-Council shall have the right, at its expense and upon no less than 3 business days prior written notice, to audit TC's records to determine compliance with the terms of this Agreement including, but not limited to, compliance with EC-Council's guidelines. Such audit may be conducted by EC-Council by its authorized representative(s), and shall not interfere unreasonably with TC's business

activities.

9. Trademark License

- a. Subject to the provisions of this agreement, EC-Council grants the TC a non-exclusive, non-transferable license to use the current EC-Council's Marks as applicable to the EC-Council ATC Program acquired by the TC under this Agreement, but solely in connection with the marketing and advertising of the TC's services under this Agreement.
- b. Any use of the EC-Council Marks must be in accordance with the current EC-Council trademark usage policies located at <https://www.eccouncil.org/changes-to-ec-council-logo-guidelines/>. TC may not use any EC-Council trade names without EC-Council's prior written consent.
- c. The TC shall not alter, erase, or overprint any trademark notice provided by EC-Council or affix any EC-Council Marks to any course material or collateral.
- d. TC acknowledges that EC-Council is the sole owner of the trade names, trademarks and logos used by the TC (i.e., the Marks), and the TC acknowledges the validity of the Marks. TC agrees that it will not use the Marks, or any name, mark or logo that is confusingly similar, except in accordance with EC-Council's policies on the use of its Marks, the current version of which is reproduced in the TC secure site.
- e. The TC shall not do business under any of the Marks or derivatives or variations thereof, and the TC shall not directly or indirectly hold itself out as being a subsidiary, affiliate or an agent of EC-Council, other than as an "EC-Council Accredited Training Center.
- f. The TC shall not apply for registration of any of EC-Council's Marks or trade names or any marks or names that in the opinion of EC-Council are confusingly similar to or that incorporate EC-Council's Marks and names.
- g. Upon termination or expiration of this agreement, for any reason whatsoever, the TC shall immediately cease to display, advertise and use any or all of EC-Council's Marks.
- h. The Marks are not to be used by the TC in any way to imply EC-Council's endorsement whatsoever of non-EC-Council products and/or services.
- i. All EC-Council Materials are copyrighted and may not be reproduced, copied, or provided in any manner other than approved distribution under this Agreement.
- j. The TC is not permitted to repurpose or in any manner alter or change the materials in any way including but not limited to online presentations; without the prior written consent of EC-Council.
- k. The TC shall not remove any notice of copyright, trade name, trademark or any other proprietary notice from any materials provided to the TC hereunder, and shall reproduce all such notices on all manuals, promotional materials and other documents where the placement of such notices is necessary or desirable in order to protect EC-Council's rights.
- l. The TC may not assign this Agreement without the prior written consent of EC-Council. Any attempted assignment will be null and void.

10. Representations, Warranties and Indemnification

- a. Each party represents and warrants as follows:
 - (i) that each party has full power and authority to execute, deliver and perform its obligations under this Agreement;
 - (ii) that there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement;

(iii) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any Agreement, law or court order under which such party may be bound or affected; and

Further, TC represents and warrants that the TC maintains and will maintain significant business operations to carry out its duties in accordance with the terms of this Agreement.

(b) The EC-Council Training Program are provided as-is and with all faults, and EC-Council disclaims all warranties, whether express, implied, statutory or otherwise, including without limitation, implied warranties of merchantability and fitness for a particular purpose. In addition, there is no warranty of accuracy of information, functionality, services and/or availability or lack thereof for the testing services and/or any EC-Council website referred to or utilized pursuant to this agreement. No oral or written advice or information provided by EC-Council or any of its agents, employees or third-party distributors shall create a warranty and the TC is not entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of this Agreement.

(c) Both the parties shall indemnify, defend and hold the other party, its directors, officers, agents and employees harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the breaching party's negligence, whether it be sole or in concert with others, in connection with the performance of all the rights and duties of this Agreement. The non-breaching party shall give the other party, a prompt notice of any claim and provide the indemnifying party all necessary information and assistance so that the indemnifying party may, at its option, defend or settle the claim raised by third Parties, if any.

11. Proprietary Information

a. TC expressly undertakes to retain in confidence all non-public information and know-how and trade-secret transmitted to it that EC-Council has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how ("Confidential Information") except under the terms and during the existence of this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information, however designated, that 1) it received rightfully from another party prior to its receipt from the disclosing party; 2) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; or 3) is independently developed by the receiving party. Further, either party may disclose Confidential Information as required by governmental or judicial order, provided such party gives the other prompt notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. TC's obligation under this section shall extend to the earlier of such time as the information protected hereby is publicly available through no fault of the obligated party or five (5) years following receipt of the Confidential Information. Notwithstanding the foregoing, TC shall protect the trade-secret (if any) in perpetuity.

b. TC shall (i) hold the Confidential Information in confidence with the same degree of care with which it protects its own confidential or proprietary information; (ii) disclose Confidential Information solely on a "need to know" basis to its employees and agents (provided that such agents and employees are bound by confidentiality agreement containing terms no less stringent than those contained herein) and advise them of their confidentiality obligations; (iii) not copy, distribute, or otherwise use such Confidential Information or knowingly allow anyone else to do so, and any and all copies shall bear the same notices or legends, of the originals; (iv) keep the other party's confidential information separate; (v) on request or termination, promptly return all Confidential Information and certify that it has been

destroyed (with a valid certificate of destruction) and/or, if the information is recorded on an erasable storage medium, erase such information from the storage medium.

c. The rights and obligations of the parties under this section survive the termination of this Agreement.

12. Damages

a. **Direct Damages:** EC-COUNCIL'S LIABILITY FOR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID HEREUNDER BY TC TO EC-COUNCIL FOR THE TWELVE MONTH PERIOD PRIOR TO THE CLAIM FOR DAMAGES.

b. **Special Damages:** Except as expressly set forth herein, EC-Council shall not be liable for any damages whatsoever (including but not limited to consequential, incidental, indirect, economic, or special damages) arising out of this agreement or the transactions contemplated under this Agreement, including but not limited to the services performed by EC-Council under this agreement or any use, disclosure, or publication of the results of such services, even if EC-Council has been advised of the likelihood of such damages occurring.

c. **Course Materials:** In all situations involving inaccuracies or mistakes in EC-Council developed course materials obtained under this Agreement, EC-Council's sole responsibility and the TC's sole remedy is the correction or replacement of the EC-Council developed course materials. For any other claim concerning performance or non-performance by EC-Council related to the Agreement, TC may bring a claim for direct damages to the limits set forth in this Section.

d. **Third Party Claims:** Save and except for claim of infringement of third-party rights and subject to the conditions mentioned herein, EC-Council will not be liable for any claim by TC based on any third-party claim. In the event of a third party infringement claim against TC with respect to the use of EC-Council Official Courseware, (i) the TC shall promptly notify EC-Council in writing of any such allegation by a third party that the EC-Council Official Courseware or any part thereof infringes or may infringe the intellectual property rights of such third party, (ii) EC-Council shall have the sole right to control any defence of any such claim involving alleged infringement of third party rights by its activities at its own expense and by counsel of its own choice and (iii) the TC shall not admit to or settle any such claim without approval from EC-Council in a manner that diminishes the rights or interests of EC-Council.

e. **Equitable Remedies:** TC acknowledges that each provision in this Agreement providing for the protection of EC-Council's rights, title and interests in the Program and/or the EC-Council Official Courseware is material to this Agreement which gives them a particular immeasurable value, the loss of which cannot be reasonably or adequately compensated for by damages in an action of law. Accordingly, EC-Council shall be entitled to injunctive and other equitable relief in addition to any other remedies available to EC-Council in law or equity, to prevent or cure any breach or threatened breach of these provisions.

13. Termination

a. **Terms:** This Agreement shall be effective from the date hereof for a period of one year from the Effective Date ("Initial Term"). After the completion of the Initial Term, the Agreement shall be renewed automatically for successive one-year terms (each a "Renewal Term"), subject to prompt payment of renewal fees and meeting all terms and conditions as mentioned in Section 5 (a) (i) of this Agreement and/or unless terminated by either party. The Agreement shall be deemed to be terminated in the event TC does not make payment of the renewal fees at once. Either party may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other party. EC-Council reserves the right to terminate this Agreement with immediate effect wherein the TC fails to perform its obligations as set forth in this Agreement.

b. Subject to applicable law, EC-Council may terminate this Agreement with immediate effect upon notice for any of the following reasons:

(i) Default: TC fails to comply with or is in default under any provision of this Agreement, including any provision of the Courseware;

(ii) Criminal Offense: TC or a principal thereof is convicted in a court of competent jurisdiction of a criminal offense;

(iii) Bankruptcy: TC files or suffers the filing of a voluntary bankruptcy petition which is not dismissed within thirty (30) days after filing or seeks voluntarily to take advantage of any insolvency laws, is adjudicated as bankrupt, becomes insolvent, suffers permanent or temporary court appointed receivership of substantially all of its property, or makes a general assignment for the benefit of its creditors;

(iv) Payment: TC is delinquent in the payment of any EC-Council invoice under this Agreement between TC and EC-Council unless otherwise provided in another Agreement between TC and EC-Council, payments due under this Agreement shall be delinquent if not paid within 30 days after the date of the invoice;

(v) Subject to applicable law, termination will become effective ("Termination Date") thirty (30) days after receipt by TC of any written notice of termination from EC-Council unless, prior to the Termination Date, TC cures the grounds for termination specified in the notice.

(vi) If any act or omission of TC upon which the termination is based has the potential to materially impair the reputation of EC-Council, as determined by EC-Council, termination shall be effective three (3) days after receipt of the notice of termination, unless prior to the expiration of the three (3) day period, the TC cures the grounds for termination set forth in the notice. TC may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to EC-Council.

14. POST-TERM Obligations and Rights Upon the termination or expiration of this Agreement:

a. **Teach out obligation:** TC shall stop teaching the EC-Council Courses. Notwithstanding the foregoing, the TC shall complete any courses then in progress provided that TC shall not enrol new students;

b. TC shall be given a period of (3) three months to exhaust the pending EC-Council kits, EC-Council reserves the right to either allow TC to continue teaching the students or else to assign the students to any other ATC depending on the nature of breach that led to termination of the Agreement;

c. TC will not represent to the public that it is authorized to teach the curricula;

d. TC will stop using in advertising or in any other manner, the Marks, Symbols, and other identifying characteristics or indicia of EC-Council, and TC will not teach, or cause to be taught, a course or program under any name or logo likely to be confused with EC-Council.

e. TC shall return to EC-Council, at TC's expense and without retaining any copies course materials, lab equipment, all advertising and promotional material which EC-Council provided to TC during this Agreement and all training records for the previous five (5) years;

f. TC will pay all amounts owed to EC-Council and return all EC-Council marketing materials, kits and plaque etc.

g. If TC is found in any way, using EC-Councils' training materials or marketing materials, kits and plaque etc., or most importantly its IP, it shall be subjected to criminal

cheating and theft thereof, and EC-Council shall take necessary criminal action against the TC doing so.

h. Regardless of any other provision of the Agreement, EC-Council will not, by reason of the termination of this Agreement, be liable for compensation, reimbursement, refunds, or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases, or commitments in connection with TC' s business or goodwill, or otherwise.

i. **Non-Disparagement Clause:** TC agrees to not disparage or cause harm to the goodwill of EC-Council at any time during the duration of, or after the termination of this contract for any reason. For the purposes of this section, "disparage" shall mean any negative statements, reviews, comments or feedback, written or oral, including all written or electronic communication, whether email, text message, LinkedIn, etc.

j. TC agrees not to use any name, representation or url that can cause a customer to believe that the TC is EC-Council and not merely an ATC.

15. General Provisions

a. **Force Majeure:** Neither party shall be liable for delay or failure in performance of any of its obligations under this Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such party (including, without limitation, acts of God, fire, flood, war, earthquakes, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, communications or power failure, equipment or software malfunction, or labor disputes).

b. **Jurisdiction:** This Agreement shall be deemed to have been made in the State of New Mexico, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of New Mexico, without reference to principles of conflict of laws thereof. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the federal or local courts of the State of New Mexico. Further, the parties agree that the terms of United Nations Convention on Contracts will not apply to this Agreement.

c. **Survival of Terms:** The provisions of the Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied.

d. **Entire Agreement:** This Agreement and its future versions, including the Application Form, exhibits and schedules attached hereto, constitutes the full and complete agreement of both EC-Council and the ATC and supersedes all prior written or oral agreements and understandings relating to the subject matter hereof. No amendment, waiver or modification to this Agreement shall be effective unless in writing and signed by both parties hereto.

e. **Modifications to the Agreement:** EC-Council reserves the right to add, omit, alter, modify any terms of this agreement at any time, without prior notice to the TC.

f. **Assignment:** ATC may not assign any of its rights or obligations under this Agreement without the prior consent of EC-Council, which consent may be withheld or denied in its sole and absolute discretion but will not be unreasonably withheld.

g. **Notice:** Any notices and other communications between the parties in connection with this Agreement shall be delivered by overnight courier, U.S. mail (or international mail for non US- EC-Council ATC`s) or facsimile at the addresses set forth herein and shall be deemed received upon the earlier to occur of the actual receipt of such notice or, if mailed from the U.S, five (5) business days following deposit in the mail, or if mailed internationally fifteen (15) business days following deposit in the mail of the ATC's country.

h. **Waiver:** No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

- i. **Assignment / Relocation of ATC:** The Agreement and/or ATC status is not assignable by ATC, in whole or in part. Any attempted assignment will be deemed to be invalid and shall provide grounds for termination by EC-Council. ATC may not relocate any of its ATC sites without the prior written consent of EC-Council (consent of which shall not be unreasonably withheld). EC-Council may assign this Agreement by written notice.
- j. **Attorneys' Fees:** In the event of suit, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- k. **Severability:** If any provision of the Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- l. **No Partnership or Agency:** TC and EC-Council are independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership or joint venture between TC and EC-Council or between TC and any EC-Council employee, agent, or contractor or between EC-Council and any TC employee, agent or contractor. Neither TC nor EC-Council has the authority to bind the other or to incur any liability for or otherwise act on behalf of the other and neither party shall represent or imply that it has such authority. The TC hereby represents, warrants, acknowledges and admits that EC-Council does not owe any fiduciary duty to the TC with respect to this Agreement or the transactions contemplated hereby.
- m. **Headings:** The headings provided in the Agreement are for convenience only and will not be used in interpreting or construing the Agreement.
- n. **Data Protection Legislations:** TC and EC-Council agree that they shall abide by all applicable laws, regulations, rules and any Data Protection and/or Data Privacy Legislations in force for the time being.

16. Product Limitation

TC shall only be permitted to conduct full time / part time education courses of EC- Council as specified in the acceptance letter by EC-Council and shall not solicit market or conduct any other competing professional certification programs.

18. Version upgrade:

TC agrees that by its action to renew this Agreement anytime in the future shall signify its acceptance of all future changes of the terms and conditions of this Agreement and its adherence to the latest version of this Agreement which shall be available in the partner portal of EC-Council.

Signature:

Print [Name]

Title:

Date:

Appendix 1

1. List of EC-Council Official Courseware

**Certified Network Defender (CND)
Certified Ethical Hacker
EC-Council Certified Security Analyst
Certified Network Defence Architect
Advanced Penetration Testing
Center for Advanced Security Training (CAST) Courses 614/CAST 611
Certified Incident Handler
Computer Hacking Forensic Investigator**

With the exclusion of programs listed below, the TC shall be authorized to offer all such programs that are listed as EC-Council Official Courseware and Programs in <https://www.eccouncil.org/programs/> as part of this agreement.

Programs Excluded

Certified Chief Information Security Officer

2. Minimum Pricing Policy