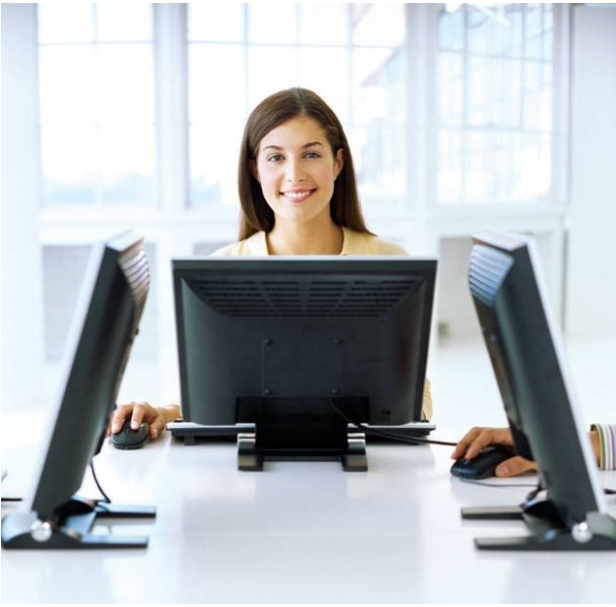


TrainRight- Your Solution for Cost-Effective, Easy-to-Use Online Training



PROGRAM FEATURES

- Easy-to-use online program allows your trainees to take the training program from anywhere with internet access.
- Simply provide your trainees with your unique Organization Code and instruct them to go to www.trainright.org and register. Your Code will link your trainees to your organization and online reports.
- As an alternative, you can have the TrainRight system automatically email your trainees with instructions and they will be linked to your organization.
- Easy online access to certificates for all of your trainees as well as online reports showing dates of completion for compliance.
- Simple, no obligation contract. No upfront costs, setup fees, or minimum usage. Just pay monthly for the services you order.

CHILD ABUSE AWARENESS AND PREVENTION TRAINING & CERTIFICATION PROGRAM

Unfortunately, in today's society, children and youth are exposed to a growing epidemic of child abuse and molestation.

In addition, the places where children should be the safest such as churches, youth camps, schools, sports and recreational teams, youth-related organizations, etc., are often the very places targeted by child abusers since such organizations have programs where large number of children gather or participate.

TrainRight focuses on helping you better protect children and youth from abuse through its inexpensive, online, and easy-to-use program for training and certifying your employees and volunteers in recognizing the signs of child abuse and preventing occurrences of child abuse within your organization.

EASY-TO-USE WEBSITE

Provides your organization the ability to train and certify your employees and volunteers in child abuse awareness and prevention.

COMPLIANCE

The program provides you a streamlined method of complying with Texas requirements for training and certifying your personnel who work in youth camps.

GENERAL TRAINING

The program also is a great general training program for churches, schools youth-related organizations, sports and recreational programs where workers and volunteers come into contact with children and youth.

For More Information, Contact:

Mark Myers

mmyers@trainright.org

Phone: 214 477-5857 Fax: 888 609-2029

Training Services Agreement

This Training Services Agreement (the "Agreement") is entered into by and between TrainRight, Inc., (hereinafter referred to as "Service Provider") located at 5036 Trail Lake Drive, Suite 100, Plano, Texas, 75093 and Client as further identified hereinafter, effective on the Effective Date shown below.

Whereas, Client desires to purchase from Service Provider the services referenced in Section 1 below; and Service Provider desires to provide Client with such services pursuant to the terms and conditions of this Agreement which follow,

Now, therefore, the parties hereto agree according to the terms and conditions of this Agreement, which follow:

1. Services. Service Provider agrees to provide the services (hereinafter "Services") described in Exhibit A. Services will be provided pursuant to computerized access to Service Provider's website.

2. Service Fee; Invoicing. Client agrees to pay for the Services hereunder at the prices set forth in Exhibit A. Client shall have no minimum obligation to use the Services and will only be responsible for paying for Services used by Client. Service Provider shall invoice Client monthly by email for Services utilized by Client after the Effective Date. If Client's account becomes over thirty (30) days in arrears, Client's access to the Services may be suspended by Service Provider until all payments in arrears are made. The prices for Services shall remain in effect for the initial twelve (12) month term and may be adjusted thereafter only as set forth in Section 3 hereinafter.

3. Term. Beginning on the effective date, this Agreement shall have an initial term of twelve (12) months which shall renew for successive twelve (12) month terms unless terminated by either party upon sixty (60) days written notice prior to the expiration of a term. However, in the event of a breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other specifying the nature of the breach and providing the other an opportunity to cure such breach within such thirty (30) day period whereupon the original term of this Agreement shall remain in effect. After the initial term, any change in pricing for Services will require a minimum of sixty (60) days advance notice by Service Provider. Client agrees to pay for all Services provided by Service Provider through the date of any termination.

5. Limitation of Liability. NEITHER CLIENT NOR SERVICE PROVIDER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE.

6. Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Client or Service Provider. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed and, either party shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

7. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior and/or contemporaneous understandings between the parties with respect to said subject matter. This Agreement may be amended only by written instrument duly executed by all parties or their respective heirs, successors, assigns, or legal representatives.

8. Notices. All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing with delivery by prepaid certified mail, return receipt requested, properly addressed or by prepaid delivery to a recognized overnight courier service, and shall be deemed to be duly given and received on the second day after deposit in the United States Mail as set forth above, or on the

day after proper delivery to an overnight delivery service. Notices shall be sent to the parties at the addresses contained in this Agreement to the following representative of each party:

If to Service Provider:
Attn: Legal Department

If to Client:
Attn: _____

or to such other address as any party furnishes to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

9. Governing Law. This Agreement and any exhibits or addenda hereto shall be governed by and construed in accordance with the laws of the State of Texas exclusive of conflicts of laws principles.

10. Miscellaneous. The captions in this Agreement and any addenda or exhibits hereto are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement. The provisions contained in sections 4 through 11 of this Agreement shall survive any termination of this Agreement. This Agreement may be executed in one or more counterparts and execution at different times and places will not affect the validity hereof. This Agreement will be considered executed when the signature of a party is delivered by facsimile transmission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed by their duly authorized representatives as set forth below.

TrainRight, Inc.
Service Provider

Client

Signature: _____

Signature:* _____

Name: Mark Myers

Name: _____

Title: President

Title: _____

Date: _____

Address: _____

Fax: 888 609-2029

Rep: Mark Myers

Phone: _____

Phone: 214 477-5857

Fax: _____

E-Mail: mmyers@trainright.org

E-Mail : _____

Billing-Email: _____

Effective Date: _____

Fax signed agreement with completed authorized user information to 1 888 609-2029.

Exhibit A

Listing of Services and Prices

<u>I. Service Package</u>	<u>Price</u>
a. Online Training, Testing, and Certification for Child Abuse Awareness and Prevention (meets requirements for Texas Youth Camps)	\$5.50 per person

II. Invoicing. Client shall be invoiced monthly by email sent to the Billing Contact shown below.

III. Sales Taxes- Note, if Client is a non-profit exempt from sales taxes, please complete the sales tax exemption certificate form and fax it back with the signed agreement.

Client Authorized User and Contact Information Form

Principal Contact: Name: _____
 Phone: _____
 Email: _____

Billing Contact: Name: _____
 Phone: _____
 Email: _____

List all authorized administrative users on account:

1) Name: _____	2) Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
3) Name: _____	4) Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
5) Name: _____	6) Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title		Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**