

TRAINER CONTRACT

Trainer: _____

This is an agreement (the “Agreement”) between Eric Lofholm International, Inc., a California corporation, with its principal office at 6518 Lonetree Blvd, Rocklin, CA 95765 (hereinafter “ELII”), and _____ (“Trainer”) a resident of who’s address is _____.

Terms and Conditions

Eric Lofholm International, Inc. (“ELII”) is providing the following for the tuition paid:

As an ELII Trainer:

- Compensation plan as follows:
 - 100% commission on the first \$1,000 on Silver, Gold, and Platinum Protégé sales.
 - After trainer fee has been recovered, compensation plan as follows:
 - 20% commission on all Silver, Gold, and Platinum Protégé sales
1. **TUITION FEES:** The total tuition for course and books is as indicated in the registration form which is incorporated by reference herein in its entirety except wherein it may contradict this Course Agreement and except for any handwritten modifications that are not signed and countersigned by both parties.
 2. **PAYMENT INFORMATION:** Student locks in their tuition upon providing at least the minimum initial payment of the applicable registration fee to ELII and executing this Course Agreement. Payment is made as indicated on the registration form.
 3. **SERVICES PROVIDED:** ELII shall provide the following:
 - a. Free access to ongoing Train the Trainer Events that can be attended by Student. Advance reservation is required to guarantee a seat for any particular event.
 - b. Access, for personal use only, to at least One (1) standard PowerPoint Presentation, which Presentation is substantially similar to an actual presentation that Student may use in commerce.
 - c. Training (“Train the Trainer Program Period”) on how to sell Eric Lofholm’s Sales System, including, but not limited to the Silver, Gold, and Platinum Protégé Programs.
 - d. Training calls (Facilitator for calls may vary), and access to recorded past training call database for personal use for the duration of training.

4. **COURSE MATERIALS:** All course material, both tangible and non-tangible, that Student receives during the Train the Trainer Program are protected by Federal Copyright, Trademark and other laws and are licensed to Student for Student’s personal use only (the “Course Materials”). By signing this Agreement, Student agrees not to publically display, reproduce, redistribute, share, sell, auction, create derivative works from or give away any such materials either during or after Student’s enrollment. Violation of this license is harmful to ELII and shall subject Student to civil penalties and/or criminal prosecution, including but not limited to liquidated damages in an amount not less than \$10,000 per violation.

5. **CANCELLATION:** When purchasing the Train the Trainer Program, if Student is not fully satisfied, for any reason, we will refund Student’s money 100%. Student’s refund must be requested within 30 days from the date of purchase. Failure by student to request a refund within the afore mentioned time period will result in **NO REFUND** of the tuition paid. Customer service must be contacted by Student to **acquire refund authorization**. Once authorization has been given, product, materials, workbooks, must be returned to Eric Lofholm International, Inc. within **30 days of original purchase date**. Refund will be refunded to the same method of payment. Please allow up to 2-3 weeks for processing.

6. **ASSIGNMENT:** The nature of the covenants and terms in this Agreement are personal. Your enrollment cannot be shared, resold, auctioned or transferred to another person in any manner.

7. **NOTICE:** Notice cannot constitute an electronic transmission, whether it is via fax, email, or other electronic means. All notices required or permitted to be given by one party to the other under this Agreement will be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party pursuant to this paragraph:

If to ELII _____ _____ _____ Attention: _____	If to Student: _____ _____ _____ Attention: _____
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8. **OBLIGATION CONTINUING:** The obligation agreed to in this Agreement shall be continuing in effect in association with Course Materials for the shorter of, the longest

time allowable under relevant law or until the specific Course Materials disclosed to Student are no longer protected under Federal laws.

9. **GOVERNING LAW:** The laws of the State of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties here, and shall be filed and resolved in a California court of competent jurisdiction. The Parties to this Agreement agree to subject themselves to the personal jurisdiction of the State of California.
10. **SURVIVAL OF RIGHTS AND OBLIGATIONS:** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by Discloser, its successors, and assigns; and Receiver, its successors and assigns.
11. **SEVERABILITY:** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement will not be impaired thereby.
12. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiation(s), agreement(s), and understanding(s) with respect thereto.

IN WITNESS WHEREOF the parties agree to be subject to the terms and conditions of this Agreement, and have executed this Agreement on _____ (Date)

ELII
By: _____

TRAINER:
By: _____

Name: Eric Lofholm

Name: _____

Title: President