

PRESENTATION SKILLS TRAINING CONTRACT

1. AGREEMENT:

This Agreement is made between MediaNet, Inc. ("Company") of 305 Madison Avenue, NY, NY 10165, and

_____ ("Client")

of _____

2. MINIMUM REQUIREMENTS:

This Agreement is contingent upon the Company conducting a *minimum* of **SIX** *engagements* for the Client at the agreed upon *rate* noted in **Attachment-A** of this agreement. An "engagement" is defined as any part of an eight-hour business day that includes at least one hour of presentation lecture and/or skills coaching for one or more individuals.

3. CONTRACT SCOPE:

The Client agrees to conduct the *number* of engagements at the specified contract *rate* for the specified *period* noted in Attachment-A of this agreement. Engagements can be scheduled on non-consecutive or consecutive business days during the term.

4. TERM:

This agreement shall be in force for the TERM specified in Attachment-A of this agreement. The period is from the *Start Date* to the *End Date*. All engagements must be completed by the End Date of the specified Term.

5. ADDITIONAL ENGAGEMENTS:

If there are *two or more* engagements remaining on the agreement, the Client may add up to FIVE *new* engagements at the contract rate specified Attachment-A.

All engagements, including those added, must still be completed by the End Date as specified in Attachment-A.

6. RELATIONSHIP OF PARTIES:

The Client agrees that the Company functions as an *Independent Contractor* within the meaning of Internal Revenue Code Section 1706, as such the following shall apply:

In rendering all services hereunder, the Company shall be acting as an independent contractor or *vendor* and not as an employee or agent of the Client.

Nothing contained in this Agreement shall be construed or applied to create a partnership.

For tax purposes, the Company is a "C" corporation and as such, is not subject to any withholding or backup withholding of Federal, State, or Local taxes, foreign or domestic, with respect to all amounts paid to the Company under this agreement.

The Company shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to the Company under this Agreement; provided, however, that if the Client is determined to be liable for collection and/or remittance of any such taxes, the Company shall immediately reimburse the Client for all such payments made by the Client.

7. PERFORMANCE:

The Company agrees to provide presentation skills training for one or more individuals during each of the agreed upon engagements. The training will include any combination of lectures and/or one-to-one or group skills coaching sessions as related to the general business needs and instructions of the Client.

8. CONSIDERATION:

The Client agrees to pay the Company, in **ADVANCE** of the Start Date, for the *total contract price* specified in Attachment-A; and, agrees to reimburse the Company for all travel related expenses for each engagement after such expenses have been incurred and billed to the Client.

9. CLIENT DUTIES:

The Client shall arrange for the engagements specified in Attachment-A and the following will apply:

The Client will be responsible for scheduling each engagement and notifying participants of any changes to such scheduled events.

The Client will provide a suitable location for each engagement and the Client will be responsible for supplying all agreed upon presentation-related equipment, necessary to conduct the training (such as an LCD projector, screen, etc.).

For presentations used during skills coaching sessions, the Client will provide its own presentations stored on its own personal computer equipment; or, the Client will provide its own presentations stored on floppy disks and/or CD's and use the personal computer equipment of the Company.

The Client will provide, for all attendees, handout materials, either in the form of document file reproductions permitted by the Company; or, in the form of purchased Company publications (books and/or CD's).

10. COMPANY DUTIES:

The Company shall conduct the engagements specified in Attachment A and the following will apply:

The Company shall conduct the training at the location specified by the Client (on-site office or off-site hotel, for example), using presentation-related equipment supplied by the Client (as noted in item 9, above).

The Company will use its own personal computer to deliver all presentation lectures needed as part of the training.

For presentations used during skills coaching sessions, where the Client does not provide its own personal computer, the Company will use its own computer equipment for any Client presentations stored on floppy disks and/or CD's.

11. OWNERSHIP OF PROPERTY:

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of the training shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including the copyright thereto for all its publications, handouts, electronic presentations and any other presentation-related materials provide by the Company to conduct the training.

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Client as instruments used in the training shall remain the property of the Client.

Company hereby assigns, releases, and relinquishes to Client any and all of its rights, title, and interest in and to copyrights and other intellectual property rights in all photographs, images and other copyrightable works created by Company at the request of Client (collectively and individually, "*the Works*"), and in all renewals and extensions of any such rights that may be secured under the laws now or hereafter in force and effect in the United States of America or any other country or countries.

The Works shall be deemed to be works made for hire as contemplated by 17 U.S.C. § 101, and all copyrights in the Works are assigned and released to the Client and to its successors and assigns.

12. LIABILITY LIMITATION:

The liability of the Company with respect to this Agreement shall in any event be limited to the total compensation for the services provided under this Agreement and shall not include any contingent liability.

13. ARBITRATION:

Any dispute between Client and Company regarding this agreement will be settled under the commercial rules of the *American Arbitration Association* by mediation and if not resolved, by arbitration of the last offered mediation positions.

14. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated.

15. FORCE MAJEURE:

The Company is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the Company.

16. TERMINATION OF CONTRACT:

This Agreement shall terminate automatically on the occurrence of any of the following:

Completion by the Company of the engagements specified in Attachment-A of this Agreement.

Default in the performance of the Agreement by either party.

Bankruptcy or insolvency of either party; or, the sale of the business of either party.

This agreement may be terminated at any time by either party by giving 30 days written notice to the other, or as mutually agreed.

17. CREDIT PROVISION

If, upon termination of this Agreement, the Company has not completed the contracted number of training sessions, then Company shall *recalculate* the original pre-payment based on the most current *single-engagement* price. That amount is applied against full value

of the Agreement. Any remaining balance (credit) can be used by the Client against future engagements, for up to a period of *one year* from the end date of the Contract.

For example, a contract for *six* engagements at a contract rate of \$2,350 per engagement (total of \$14,100) is terminated after *three* completed engagements. To determine the contract amount "used", the Company *recalculates* the contract price using the most current "single-engagement" rate, say \$3,450, to arrive at the new payment total (\$10,350).

When offset against the original pre-payment (\$14,100), a *credit* to the Client, in this case, of \$3,750 (\$14,100 minus \$10,350), can be applied to future engagements for a period of one year from the termination date.

18. NON-DISCLOSURE:

The Company agrees not to divulge to third parties, without written consent of the Client, any information that relates to the technical or business activities of the Client obtained in connection with performance of this contract.

When requested by the Client, the Company also agrees to execute a standard non-disclosure Confidentiality Agreement. Such Confidentiality Agreement may be signed separately from this contract, prior to the start of the work, and the Company agrees to the terms and conditions set forth therein, provided that such agreement does not supersede any of the rights of the Company as stated in this contract.

19. GOVERNING LAW:

This Agreement will be governed by the laws of the State of New York.

20. ENTIRE AGREEMENT:

This Agreement, including Attachment-A, constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.

SAMPLE

Whereas the Company and the Client have caused this Agreement to be signed by their respective duly authorized representatives as of the date and year so written below:

FOR COMPANY:

FOR CLIENT:

DATE: _____

DATE: _____

By _____

By _____

Print Name _____

Print Name _____

Print Title _____

Print Title _____

SAMPLE

ATTACHMENT-A

The following table outlines the details and the scope of the attached contract agreement between the Company and the Client:

Number of Engagements	[Enter Number Here]
Contract Rate per Engagement	[Enter Current Rate Here]
TOTAL CONTRACT PRICE	[Multiply Number by Rate]
TERM	One Year (12 Months)
Start Date	[Enter Start Date Here]
End Date	[Enter End Date Here]

NOTES:

As noted in the agreement, the Client agrees to pay the Company, in ADVANCE of the Start Date (above), for the *total contract price*; and, agrees to reimburse the Company for all travel related expenses for each engagement after such expenses have been incurred and billed to the Client.

An invoice will be sent for the **total contract price** noted above. This amount is due and payable upon receipt, and prior to the Start Date of the contract (noted above).

Engagements need not be continual. They can be done on individual dates or they can be scheduled to occur in groups (two or three days in a row). Grouping of engagements may result in lower airfare travel expenses; and, may reduce other expenses regarding participants.

There will be a surcharge of \$350 for each engagement day scheduled on a weekend or a holiday.

After the completion of any single engagement or group of engagements, an invoice will be sent to cover the related travel/living expenses associated with that particular event or series of events. Payment for all travel related expenses are payable upon receipt of invoice for such expenses.