

Content Provider/Instructor Agreement

Set forth below is the form of agreement to be executed by all content partners and instructors as a condition to access CourseCreator™. Please print out a copy of the agreement, sign it and fax it, to ULiveandLearn.com at 610.388.8427 or send by (preferably overnight) mail to ULiveandLearn.com, PO Box 926, Mendenhall, PA 19357.

We will countersign the document and fax or mail it back to you. Please be sure to include your fax number or postal address and email.

ULIVEANDLEARN.COM

CONTENT PARTNER/INSTRUCTOR AGREEMENT

CONTENT PARTNER/INSTRUCTOR AGREEMENT (this "Agreement") dated as of _____, ____ between ULiveandLearn.com Inc., a Delaware corporation ("ULiveandLearn.com" or the "Company"), and _____ (the "Content Partner/Instructor").

WHEREAS, the Company has a Web site currently located at the URL, <http://www.uliveandlearn.com>, on the World Wide Web (such Web site, and any successor Web site thereto, the "Company Site") on which it displays professional and personal customized educational content (to include but not limited to customized training, professional and personal development content) created by it and third parties utilizing proprietary e-learning applications developed by the Company, and the Content PARTNER/Instructor creates professional and/or personal customized educational content; and

WHEREAS, the Company desires to publish and display on the Company Site customized educational content created by the Content Partner/Instructor utilizing the Company's proprietary e-learning applications, and the Content Partner/Instructor desires to utilize the Company's proprietary e-learning applications to create customized educational content for publication and display on the Company Site, all on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. License to Use ULiveandLearn's Proprietary Web-based Course Development Applications. Subject to the terms and conditions of this Agreement, the Company hereby grants to the Content Partner/Instructor a non-exclusive, non-transferable, royalty-free, limited license to use the Company's proprietary Web-based course development applications, including **CourseCreator™** and

Content Provider/Instructor Agreement

LessonCreator™ and any other e-learning applications that may hereafter be developed or licensed by the Company (collectively, the "Proprietary Applications"), for the sole and exclusive purpose of creating customized content for publication and display on the Company Site. Such license shall terminate upon the expiration or termination of this Agreement.

2. Content Partner/Instructor Obligations. The Content Partner/Instructor agrees to create educational content for publication and display on the Company Site utilizing the Proprietary Applications. As used herein, the term "E-Learning Content" shall mean any and all free Lessons for Living and Learning™ or fee-based online learning courses, including individual tutorials, live media classes and interactive learning programs, created by the Content Partner/Instructor utilizing CourseCreator™ or any other Proprietary Application, and any and all other information, text, files, or other content posted by the Content Partner/Instructor on the Company Site.

3. Payment. In consideration of all services rendered by the Content Partner/Instructor and all rights granted to ULiveandLearn.com, ULiveandLearn.com will pay to the Content Partner/Instructor, and the Content Partner/Instructor agrees to accept, 50% percentage of the net revenues received by the Company from all fee-based E-Learning Content created by the Content Partner/Instructor. Such payments will be made on a quarterly basis within thirty (30) days of the end of each calendar quarter. As used herein, "net revenues" means gross revenues minus any credit card processing fees, returns or special promotions.

Except as otherwise expressly provided in this Agreement, the Content Partner/Instructor will not be reimbursed for any expenses incurred in connection with the performance of the Content Partner/Instructor's services hereunder unless such expenses are approved in writing in advance by ULiveandLearn.com. The payment to the Content Partner/Instructor of the compensation provided above will fully discharge all of ULiveandLearn.com's obligations hereunder, and ULiveandLearn.com shall not be obligated to produce, publish, display or transmit any of the E-Learning Content.

4 Grant of Rights. The Content Partner/Instructor hereby grants ULiveandLearn.com the right to exclusively distribute any E-Learning Content created, produced or designed by the Content Partner/Instructor under this Agreement in CourseCreator™, LessonCreator™ or revisions of the E-Learning Content after the E-Learning Content has been submitted to ULiveandLearn.com by the Content Partner/Instructor and ULiveandLearn.com. ULiveandLearn.com will notify Content Partner/Instructor and obtain permission to make any edits or revisions that may be deemed necessary to ensure instructional soundness of the E-Learning Content. The Content Partner/Instructor will cooperate with ULiveandLearn.com's revision and editing process.

Content Provider/Instructor Agreement

5. Use of Name and Likeness. ULiveandLearn.com may use the Content Partner/Instructor's name and likeness in publishing, promoting, advertising, and publicizing ULiveandLearn.com's products and services during the term of this Agreement. ULiveandLearn.com will obtain Content Partner/Instructor's consent to use name and likeness upon expiration of this Agreement.

6. Representations and Warranties; Indemnity. The Content Partner/Instructor represents and warrants that none of the E-Learning Content will violate or infringe any copyright, patent, trademark, trade name, service mark or other proprietary right or invade the right of privacy or publicity rights of any third person, or contain any matter libelous, defamatory or otherwise in contravention of the rights of any third person. The Content Partner/Instructor will at all times indemnify and hold ULiveandLearn.com and its affiliates, directors, officers, employees, licensees, agents and assigns harmless from and against any and all claims, damages, liabilities and expenses (including reasonable counsel fees and costs), arising out of any breach of the Content Partner/Instructor 's representations and warranties or other obligations under this Agreement. The Company will give the Content Partner/Instructor prompt notice of any claim to which such indemnity relates, and the Content Partner/Instructor shall have the right to participate in the defense thereof with counsel of his, her or its own choosing, at his, her or its own expense.

ULiveandLearn.com will at all times indemnify and hold Content Partner/Instructor and its affiliates, directors, officers, employees, licensees, agents and assigns harmless from and against any and all claims, damages, liabilities and expenses (including reasonable counsel fees and costs), arising out of any breach of the ULiveandLearn.com's representations and warranties or other obligations under this Agreement. The Content Partner/Instructor will give ULiveandLearn.com prompt notice of any claim to which such indemnity relates, and ULiveandLearn.com shall have the right to participate in the defense thereof with counsel of his, her or its own choosing, at his, her or its own expense.

7. Independent Contractor Status. The Content Partner/Instructor is an independent contractor and will not be treated as an employee of ULiveandLearn.com for any purpose, including but not limited to the Company's benefits, the Federal Insurance Contribution Act, unemployment taxes, and income tax withholding.

8. Term. Unless sooner terminated by either party as hereinafter provided, this Agreement will continue for an initial term of one year and will thereafter automatically be extended for successive additional one-year terms. The Company may terminate this Agreement at any time for any reason or no reason, with or without cause, by written notice at least thirty (30) days in advance of the desired

Content Provider/Instructor Agreement

termination date. The Content PARTNER/Instructor may terminate this Agreement at any time for any reason or no reason, with or without cause, by written notice at least thirty (30) days in advance of the desired termination date.

9. Confidentiality. The Content Partner/Instructor agrees that all information concerning ULiveandLearn.com or the Company Site that he, she or it may have or may hereafter become familiar with will be treated as confidential and secret and will not be used, directly or indirectly, by the Content Partner/Instructor for his, her or its own business purposes or in any other way detrimental to ULiveandLearn.com and will not be disclosed to any third party without the prior written consent of an executive officer of the Company. Without limiting the generality of the foregoing, the Content Partner/Instructor agrees that he, she or it will hold in strictest confidence all information relating to the Proprietary Applications and the Company's business, products, services, marketing and sales plans, financial information, customer and vendor information, pricing information, and trade secrets.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any one or more provisions of this Agreement, or any application thereof to any circumstances, shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is held invalid or enforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Miscellaneous. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. This Agreement may be amended, modified or supplemented only by a written agreement signed by each of the parties. This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the parties without the prior written consent of the other party, and no assignment of any right, interest or obligation shall release the assigning party therefrom unless the other party shall have consented to such release in writing specifically referring to the right, interest or obligation from which the assigning party is to be released. Any failure by either party to comply with any of its obligations in this Agreement may be waived by the other by written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Content Provider/Instructor Agreement

12. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, without regard to the choice of law principles thereof. The parties hereto hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Delaware and any federal court located in the State of Delaware in connection with any action or proceeding arising out of or relating to this Agreement. In any such action or proceeding, the parties hereto waive personal service of any summons, complaint or other process.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt if given by delivery in person or by facsimile; or (b) on the next business day when sent by overnight courier service, to the Content Partner/Instructor at the address set forth in Annex A, and to the Company at the following address (or such other address for a party as shall be specified by like notice):

ULiveandLearn.com Inc.
P.O. Box 926
Mendenhall, PA 19357

Facsimile: (610)388-8427
Telephone: (610)388-8424
Attention: Denise Easton

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

THE COMPANY: ULIVEANDLEARN.COM INC.

By: _____

Name:

Title:

THE CONTENT PARTNER/INSTRUCTOR:

Name:

ANNEX A
CONTENT PARTNER/INSTRUCTOR'S
NAME AND ADDRESS FOR
NOTICE PURPOSES

Name: _____

Address: _____

Email: _____

Phone: _____

Fax: _____