



Van Education Center
5345 Arapahoe Ave., Suite 7
Boulder, Colorado 80301

Commencement date of Agreement _____. This is an affiliate program agreement between Van Education, LLC (“VanEd”) and _____ (“Affiliate”).

1. Affiliate Program Description

Affiliates refer students to the VanEd website (www.vaned.com), and in return receive payment and/or offer a discount when those students purchase a VanEd course or course package.

- Both Continuing Education (CE) and Qualifying Education (QE) course or course package sales have a 25% affiliate payment / student discount available. GRI designation courses are excluded.
- Affiliates may elect to receive payment or provide a student discount or both, so long as the combined percentage (affiliate payment + student discount) equals 25%. The payment / discount split can be modified at any time.
- Student discounts advertised publicly may not exceed 10%. Affiliates may offer larger student discounts (up to the full 25%) to their ‘members’ so long as only members have access to the discount by: a) placing links inside a password protected, members-only section of the Affiliate web site, or b) offering discounts through direct advertising to members (e.g. a membership only newsletter).
- Tracking is achieved through the use of ‘promotion codes’ which must be included in all links to VanEd, or given to students to enter manually during the purchase process. Tracking cookies will be created for each visit to the VanEd site and retained for 20 days, during which time any sale will be credited to the affiliate.
- Affiliates are credited for a sale when that purchase initiates from the affiliate web site. There is no permanent association between students and affiliates for future purchases. Subsequent credits to the affiliate are available when the student clicks through the affiliate web site or enters the affiliate promotion code.

Additional Services to Brokerage Affiliates

- VanEd will help promote Brokerage Affiliates as potential employers to all our QE students to the extent permitted by state law and the VanEd privacy policy
- VanEd students not associated with a Brokerage Affiliate will be provided with the company information for all Brokerage Affiliates who request such identification. Additionally, students may request that their contact information be provided directly to a brokerage (by email) by selecting from the list of Brokerage Affiliates.

Affiliate understands that course fees are set by VanEd, and payments to Affiliate under this agreement are subject to all payments being received by VanEd and any refunds or cancellations. Revenue is defined as funds received by VanEd for the course(s), less deduction for fixed expenses if any.

Example 1 – Full 25% Payment to Affiliate

An Appraisal licensing package priced at \$680 which has a \$50 textbook / shipping expense.
Affiliate payment is $\$157.50 = (\$680.00 - \$50.00) \times 25\%$.

Example 2 – 10% Student Discount / 15% Affiliate Payment

An Appraisal licensing package priced at \$680 which has a \$50 textbook / shipping expense.
Student pays $\$612.00 = \$680.00 \times 90\%$
Affiliate payment is $\$84.30 = (\$612.00 - \$50.00) \times 15\%$.

2. Affiliate Duties

In all marketing materials, Affiliate will accurately promote the services offered by VanEd and clearly represent the nature of the relationship between Affiliate and VanEd.

Affiliate will maintain web links from their website to www.vaned.com, using the promotion code(s) provided by VanEd.

3. VanEd Duties

VanEd offers courses online through the web site www.vaned.com.

VanEd will provide link(s) that the Affiliate will place on their website. The link(s) direct students to the VanEd site and shall contain all codes necessary for VanEd and the Affiliate to track student purchases. Affiliates shall also be given a promotion code(s) that they may provide directly to students for manual entry during a purchase.

Upon request, VanEd will supply the code for a course list that can be easily embedded on the Affiliate website. The list will automatically update directly from the VanEd database and link directly to the VanEd checkout system for purchases.

VanEd will maintain an Affiliate Administration website site, where Affiliate may login to view live reporting of visits, sales and Affiliate payment data.

Payments to Affiliate shall be made monthly if amounts owed are in excess of \$25.00 else they accumulate until affiliate fees exceed \$25.00.

4. License & Intellectual Property

During the term of this Agreement, VanEd grants the Affiliate the license to refer students to its course(s); provided, however, that such license does not prohibit either from developing, updating, marketing, and selling its content independently of the other. VanEd hereby grants the Affiliate a non-exclusive, revocable license to use VanEd's trademarks, trade names, logos, and designs ("marks"), plus agrees to provide a link to VanEd's website for the purpose of generating leads for the sale of its courses and products. VanEd reserves all rights in its marks, including all intellectual property rights therein.

5. Term & Termination

The term of this agreement shall begin on the date set forth in the agreement and shall continue until discontinued or replaced by a new agreement. This agreement may be discontinued at any time by VanEd or the Affiliate by giving the other party 30 days written notice, or by the replacement of this agreement with another agreement between Affiliate and VanEd. This agreement replaces any prior agreements between VanEd and Affiliate.

In the event of termination of this agreement, the Affiliate shall, as soon as practical after such termination but in no event later than ten days after the effective date of such termination, cease using all VanEd's marks and shall remove all VanEd's marks from its materials, including its web site, unless such use is otherwise permitted by applicable law and jointly agreed to by the parties hereunder.

6. Representation

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereunder; provided, however, that this Agreement and all rights hereunder shall not be assigned by either party without the written consent of the other.

This Agreement contains the entire understanding of the parties with respect to the subject matter contained therein. Each party represents and warrants to the other that it has full right, power, and authority to enter into and fully perform its obligations under this Agreement, and that this Agreement shall not in any respect be deemed to create a partnership, joint venture, or other business combination between Company and Content Provider. No changes or modifications to this Agreement shall be valid unless in writing and signed by both parties thereto. The persons who sign below represent and warrant that each has the power, legal capacity and requisite authority to sign this Agreement for and on behalf of the party for which he/she signs.

7. Resolution

Affiliate acknowledges that this agreement shall be construed under and in accordance with the laws of the State of Colorado. Jurisdiction and venue of any action under this agreement shall be in the District or County courts in Boulder, Colorado.

Signature of Van Education Center Date

Title/Position

Print Name

Signature of Affiliate Date

Title/Position

Print Name

All correspondence shall be made at the following:
Van Education Center
5345 Arapahoe Ave., Suite 7
Boulder, Co. 80301

Phone: 800-455-8348
Fax #: 360-935-6081
Email affiliates@vaned.com

Web Address where links to VanEd will be hosted

Affiliate (name checks will be sent to)

Mailing Address

City, State, Zip

Phone

Email address (will also be used for account login)

Affiliate TAX ID #