

Affiliate Marketing Agreement

This Affiliate Marketing Agreement ("Agreement") is made on this ____ day of _____, 20 __, by and between Career Step, LLC, a Utah company with mailing address at 1220 North Main Street, Suite 6, Springville, Utah 84663 ("Career Step"), and _____, with mailing address at _____ ("Affiliate");

WHEREAS Career Step has established a background as a proprietary school offering a medical transcription distance learning course and Affiliate wishes to sell such courses throughout the United States,

NOW THEREFORE, the parties agree as follows:

1. DESCRIPTION OF SERVICES

- (A) Affiliate will have the non-exclusive right to represent Career Step and to market and sell Career Step's medical transcription and medical coding training programs throughout the United States.
 - (i) Affiliate will provide the following services:
 - (a) Affiliate will be responsible for marketing and promoting the Career Step medical transcription and medical coding training courses. Any publication and/or distribution of printed material in the promotion of the Career Step training courses shall first be approved by Career Step. The Career Step name and logo, promotional materials, and information may be used with the approval of Career Step during the term of this agreement.
 - (b) Affiliate will collect and convey to Career Step complete contact information on each prospective student that it wishes to refer to Career Step. All marketing contact information will be provided to Career Step in an electronic format on a daily basis or as frequently as referrals are generated. At a minimum, contact information will include the correct name, physical address, telephone number and e-mail address.
 - (c) Affiliate will be financially responsible for all marketing, selling, administrative and other expenses relating to its marketing efforts.
 - (ii) Career Step will provide the following services:
 - (a) Career Step will act promptly to mail marketing and enrollment materials to prospective students referred by Affiliate and use its best efforts to convert referrals to enrollments.
 - (b) Career Step will track all Affiliate referrals through its database and provide a monthly summary of enrollment activity to Affiliate.
 - (c) Career Step shall be responsible for all student training and support for students referred by Affiliate.

- (d) Career Step shall have the sole right and responsibility for processing all enrollments from referrals generated by Affiliate.
- (e) Career Step is responsible for purchasing and shipping appropriate reference materials, P.C. foot pedals, and software to students in accordance with Career Step shipping policies.

2. COMMISSIONS

Career Step agrees to pay Affiliate a commission of 10% of the net revenue received by Career Step for each prospective student referred by Affiliate that subsequently enrolls in a Career Step qualified training program if: (a) the student can be verified as a referral from Affiliate or comes to Career Step through a qualifying link from an authorized marketing website owned or controlled by Affiliate; (b) the enrolling student accepts shipment and remits full payment to Career Step for all enrollment and shipping charges; (c) the student does not subsequently return or cancel the enrollment; (d) affiliate has not already received a referral fee or commission in connection with the enrollment; and (e) the student resides in the 50 United States.

Net revenue is defined as total revenue collected by Career Step from an enrolling student for tuition and materials (including text upgrades) less promotional discounts, scholarships and other incentive discounts. No commission will be paid on shipping revenue.

Qualified training programs include the Gold and Platinum level medical transcription training programs in either a text based or online format.

Career Step shall pay commissions due to Affiliate on a monthly basis within 20 days of the end of each calendar month.

Where a conflict exists between two affiliates and a single prospective student is referred by more than one affiliate, credit will be given to the affiliate whose referral was received by Career Step first. No credit will be given for referrals that have been referred from another source or are already in the Career Step database.

Affiliate shall be solely responsible for all payments due to any individual or organization which may perform work on behalf of the Affiliate or with whom Affiliate arranges to share commissions. Career Step shall have no direct or implied relationship with any individual or entity associated with Affiliate, nor any responsibility to provide service to these independent entities.

3. INITIAL TERM

The term of this Agreement shall be from the date hereof through _____, 20__, subject to renewal as provided in Section 4 below (the "Term").

4. EXTENSION OF TERM

The term of this agreement may be renewed for an additional one-year period (the "Extension Term"), by mutual agreement of the parties. The addition of an Extension Term shall be documented by a written amendment to this Agreement, executed by both parties.

5. TERMINATION

This agreement may be terminated by either party for any reason with 30 days written notice.

6. OWNERSHIP/INTELLECTUAL PROPERTY

All content and improvements to Career Step's marketing and course materials are the sole property of Career Step. This shall apply with respect to Career Step's copyrightable works, ideas, discoveries, inventions, applications for patents, and patents, any improvements, further inventions or improvements, and any new items discovered or developed by Career Step during the term of this Agreement. Affiliate shall sign all documents necessary to perfect the rights of Career Step in such intellectual property, but will not be liable for any costs associated with perfecting the rights of Career Step in said property.

7. EXPENSE REIMBURSEMENT

Affiliate shall pay all "out-of-pocket" expenses related to its marketing efforts (see paragraph 1, "Description of Services" above), and shall not be entitled to reimbursement from Career Step.

8. RELATIONSHIP OF PARTIES

This Agreement does not constitute either party an agent, legal representative, joint venture partner, partner, or employee of the other for any purpose whatsoever and, neither party is in any way authorized to make any contract, agreement, warranty or representation or to create any obligations, express or implied, on behalf of the other party hereto.

9. GOVERNING POLICIES AND PROCEDURES

All Career Step rules, policies, and operating procedures concerning customer orders and returns, customer service, customer data, and product sales will apply to students and prospects referred by Affiliate.

10. LEGAL REQUIREMENTS

Affiliate and Career Step agree to obtain and maintain all permits, licenses and consents (governmental and otherwise) that are necessary or advisable for providing the services described in Section 1 above and further, in providing the services described in Section I above, to comply with all applicable legal requirements.

11. INDEMNIFICATION

(a) Career Step agrees to indemnify Affiliate, together with the officers, directors and employees of Affiliate, and defend and hold them harmless from and against all claims, losses, causes of action, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) directly arising from, incurred as a consequence of or otherwise directly attributable to the gross negligence of Career Step in providing the Services.

(b) Affiliate agrees to indemnify Career Step, together with the officers, Directors, and employees of Career Step, and defend and hold them harmless from and against all claims, losses, causes of action, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) directly arising from, incurred as a consequence of or otherwise directly attributable to the gross negligence of Affiliate in connection with the Services being provided in this Agreement

12. ASSIGNMENT

Neither party's obligation under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other party, provided that Career Step's approval of Affiliate's transfer or assignment shall be based upon Career Step's determination, in its reasonable discretion, that Affiliate's transferee or assignee has the requisite experience, resources, and financial stability to fulfill the obligations of Affiliate under this Agreement, and that the transfer will not create a conflict of interest with Career Step's corporate goals. Career Step may, however, assign this Agreement without consent of Affiliate in connection with a merger, consolidation, acquisition or sale of substantially all of its assets or stock, or substantially all of the assets of the division of its business providing distance-learning courses in medical transcription.

13. CONFIDENTIALITY

Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists and pricing and sales information, concerning either party, or any of their respective affiliates, provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly by the party receiving such information for its own business purposes or for any other purpose, except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys or other agents (including employees and investors on a need to know basis) on a confidential basis and (c) otherwise as required by applicable law, rule, regulation or legal process including, without limitation, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

14. SURVIVAL

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

15. NOTICES

All notices required and permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the mail, postage prepaid to the mailing address on page 1 of this Agreement. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Agreement is five (5) pages in length including signature page.

17. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed

by both parties.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable then such provision shall be deemed to be written construed and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Utah, United States of America.

21. COUNTERPARTS

This Agreement may be signed by facsimile and in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be an original.

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

Affiliate

Signed By: _____ Date: _____

Its _____

Career Step, LLC

Signed By: _____ Date: _____

Its _____