

## PAGEFLEX TRAINING REGISTRATION AGREEMENT

Pageflex is committed to making your training experience pleasant and rewarding. In order to provide you with the best service please read and verify the following information. Contact Training at 617.520.8600 or [training@pageflex.com](mailto:training@pageflex.com) if you have any questions. A registration form must be completed for EACH attendee. Class enrollment is not processed until the Training Agreement has been authorized and returned to Pageflex. Please note that the registration process is not considered complete until you have received a confirmation email from Pageflex.

ATTENDEE INFORMATION	BILLING INFORMATION
Class Name: _____	Company Name: _____
Date of Training: _____	Name of Contact:: _____
Location: _____	Address 1: _____
Company Name: _____	Address 2: _____
Student Name: _____	City: _____
Student Email: _____	State & Zip Code: _____
Student Phone: _____	Method of Payment: _____
_____	_____

**Attendee technical background and role in the development process. Please check all that apply:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Template Design      | Platform Background:                                     | Experience in:                            |
| <input type="checkbox"/> Web Development      | <input type="checkbox"/> MAC <input type="checkbox"/> PC | <input type="checkbox"/> HTML             |
| <input type="checkbox"/> IT                   |  | <input type="checkbox"/> XML              |
| <input type="checkbox"/> Project Management   |  | <input type="checkbox"/> C#/C++           |
| <input type="checkbox"/> Database Development |  | <input type="checkbox"/> VBScript/Jscript |

**Training Agreement Policies**

**Copyright:** Pageflex prohibits the unauthorized or secret recording of its services engagements including training as they may include confidential, proprietary or personal information and personal images or voices belonging to Pageflex or its employees, customers or clients; which in turn may be subject to various federal, state or foreign government confidential and privacy laws and regulations. "Recording" means the use of any device to capture images or voices, regardless of whether in person, by telephone or by other means, such as videoconferencing, screen shots, click-to-chat or in writing. "Unauthorized" means any purpose not approved by management. No such authorization will be given to employees, contractors, visitors, client, customers, or their representatives. In limited instances Pageflex may authorize a recording of a specific session for Pageflex's sole use and dissemination. In such cases advance notice must be provided to all participants and written permission for such recording obtained from all participants.

**Cancellation/Reschedule:** Pageflex requires notification for cancellation of training held at a physical location ten (10) or more business days in advance of the scheduled class start date. Pageflex requires notification for cancellation of training held online two (2) or more business days in advance of the scheduled class start date. If notification is not received within the defined deadline a cancellation or rescheduling fee of 50% of the original investment will be assessed. Full payment will be required if a cancellation or schedule change is requested within five (5) business days or less of the class start date held at a physical location, and within one (1) business day or less of the class start date held online. No refund will be provided without meeting these requirements.

**Please send this document, along with payment information, to fax +1.617.249.0107 or email [training@pageflex.com](mailto:training@pageflex.com).**

I have read and understand the Pageflex Training agreement. I agree to make payment in full for aforementioned services upon receipt of the invoice from Pageflex. The person executing this contract expressly represents that he/she/they is over twenty-one (21) years of age. Where the Company is a corporation, an unincorporated association, partnership or other legal entity, this contract shall be binding upon such legal entity. The person executing this contract expressly represents that he/she/they is authorized to execute said contract on behalf of said organization.

SIGNATURE

PRINT NAME

DATE

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between \_\_\_\_\_, \_\_\_\_\_ having its main office at \_\_\_\_\_ (Tel: \_\_\_\_\_; Fax: \_\_\_\_\_) (Contact: \_\_\_\_\_) (“Company”) and **Pageflex, Inc. and its wholly-owned subsidiary EarthIntegrate, Inc.**, having their main office at 313 Boston Post Road West, Suite 150, Marlborough, Massachusetts 01752 (Tel: (617) 520-8400; Fax: (617) 520-8505) (together “Pageflex”). Pageflex and Company agree as follows:

**1. Definition.** For the purposes of this Agreement, “Confidential Information” shall mean certain confidential information or materials relating to the proprietary technical, financial, customer or business affairs of the party disclosing Confidential Information (the “Disclosing Party”) to the party receiving Confidential Information (the “Receiving Party”) pursuant to the terms of this Agreement. Such Confidential Information shall be designated as “Confidential” in writing and may include copies made thereof as authorized by this Agreement. Confidential Information shall not include any information that:

- (a) is known to the Receiving Party on the date hereof from a source other than the Disclosing Party;
- (b) hereafter becomes known to the Receiving Party independently of Disclosing Party, except from a source having an obligation of non-disclosure to Disclosing Party;
- (c) becomes otherwise known publicly through use or publication, or otherwise ceases to be secret or confidential through no act or omission of the Receiving Party;
- (d) is developed or discovered independently by a third party, without access to the Confidential Information; or
- (e) is required to be disclosed, by statute or regulation, provided that the Receiving Party gives the Disclosing Party prompt prior notice, and limits the disclosure to only that Confidential Information that is clearly so required.

**2. Purpose.** The parties will use the Confidential Information to review ways in which they can work together to their mutual advantage.

**3. Non-Disclosure.** In consideration for each party's allowing access to the Confidential Information by the other, each party hereby agrees to:

- (a) keep secret and hold in confidence any Confidential Information obtained from the other;
- (b) not, without the written consent of the other party, use the other party's Confidential Information for any purpose other than evaluation, or such other purpose as may be agreed upon in writing;

- (c) not disclose the other party's Confidential Information to any person or persons other than to Receiving Party's employees or to individuals on the Receiving Party's premises who are acting under its direction and control and who are under a written obligation to protect Receiving Party's own Confidential Information, and then only insofar as such disclosure is required for the purpose of this Agreement and only to persons who have been advised of this Agreement and Receiving Party's obligations under it;
- (d) not make any record or copy of any drawing, description, specification, or other document or other disclosure or embodiment of the other party's Confidential Information without the prior written consent of the other party;
- (e) return all materials furnished to Receiving Party by Disclosing Party when requested to do so by Disclosing Party;
- (f) not remove or export any of the other party's Confidential Information from the country of the Receiving Party; and
- (g) not copy, reverse engineer, reverse compile, or attempt to derive the composition of, or information underlying, the other party's Confidential Information.

**4. Termination; Return of Confidential Information.** This Agreement shall continue in force for **five (5) years** or until terminated by mutual agreement. Upon termination, each party will, at its own expense, return to the other their Confidential Information and all copies thereof within thirty (30) days after the date of such termination, or such earlier date if Disclosing Party requests so in writing. The confidentiality obligation imposed by this Agreement shall survive such termination.

**5. Rights in Confidential Information.** Except as specifically provided herein, this Agreement does not confer to either party any right, title or interest in the Confidential Information of the other party.

**6. Injunctive Relief.** Because of the unique nature of the Confidential Information, each party understands and agrees that the other will suffer irreparable harm in the event that the Receiving Party fails to comply with any of the terms of this Agreement, and that monetary damages may be inadequate to compensate the Disclosing Party for such

breach. Accordingly, each party agrees that the other will be entitled to injunctive relief to enforce the terms of this Agreement in addition to any other remedies available to it at law or in equity.

**7. General.** This Agreement, its validity, construction and effect, will be governed by the laws of the Commonwealth of Massachusetts. This Agreement supersedes any and all prior understandings and agreements between the parties with

respect to the subject matter. This Agreement can only be modified by a written amendment signed by authorized representatives of each of the parties. Waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach nor shall it waive the underlying obligation. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to reimbursement of its attorneys' fees and court costs, in addition to any other relief that may be awarded.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**Company Name: Pageflex, Inc.**

**Company Name:**

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date: