

Resale agreement of I4U - Italian for You! Course of Italian Online- "Franchising"

The present agreement of trade collaboration between Web for Business s. r. l. , Via Pellicceria, 10 Firenze (from now on called W4B) owner and agent of I4U- Italian for You ! (www.italianforyou.it) and

Firm, Association, Society, Institute: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

VAT number / fiscal code: _____

In the place of the lawyer,

Name : _____ Surname: _____

Born in: _____ on: _____ resident in: _____

Bank: _____ Bank account identification data _____ current count

(from now on called "Reseller")

is oriented to the selling of the course of Italian online, called I4U – Italian for You ! (www.italianforyou.it).

W4B gives the Reseller one commission of the 40% on the courses sold by him subject to explicit agreement of the conditions and modes described in this contract by means of stamp and signature of the lawyer.

1. Modes of agreement

Upon receipt of this original contract, accepted and signed by the Reseller and upon the receipt of the payment of the activation fee, W4B will send the confirmation of the acceptance by e-mail.

W4B can refuse with an unappealable decision the application not later than 15 days from the receipt of the contract if the Reseller will be considered not fit.

The Reseller must pay W4B an activation cost of € _____ that must be effected by means of money transfer, cheque, direct remittance.

2. Practical modes

W4B will make (not later than 15 days from the acceptance) a special web site for the Reseller, with domain of third level (like this www.resellername.italianforyou.it), duplication of the course of Italian, of its functional characters and modes of payment by means of credit card online in the site www.italianforyou.it.

The web site so individualized by the address www.resellername.italianforyou.it that will be contained in the servers of W4B, will be personalized with the Reseller's LOGO and the Reseller's e-mail address(that so will receive all the contacts coming from the site and the relevant form online of "Feedback" and "demand for information" jointly with the sending of one copy to W4B).

W4B will also actuate one special test board accessible online by means of Browser internet and protected by a password where the Reseller can control the orders and the accesses to his web site www.resellername.italianforyou.it

The Reseller must link the site www.resellername.italianforyou.it using his own site at his expense.

3. Acknowledgment of commissions

W4B recognizes one commission of 40% on the courses sales by the Reseller happened by means of his web site characterized by the address www.resellername.italianforyou.it and verifiable in the relevant test board.

Commissions will be recognized if the credit card payments will be punctual at the end of the month.

There will be also the acknowledgment of the commission of the 40% on the Reseller's sales directly among his own students out of the site. In that case the Reseller must send monthly a written demand for the buying of the course/s and the relevant payment to W4B that will prepare manually the activation and sending of the password for the student use of the course online.

4. Payment of commissions

W4B will send monthly the Reseller a complete bank statement of the commissions and will pay by means of money transfer.

The Reseller must draw the relevant invoice (or equivalent) inclusive of VAT (or withholding tax or equivalent) to the W4B for each commission.

5. Restitutions and cancellations

Restitutions and cancellations of the courses bought online by the students are not accepted except clear and objective bad functioning of the course sold. W4B and the Reseller in each case can agree jointly on restitutions and cancellations demanded by the customers in possible special situations.

4. Properties and management of domains, internet sites, and the contents of I4U Italian for You !

The property of the domains and the relevant sites www.italianforyou.it and www.resellername.italianforyou.it and their management and change of contents, and also the intellectual and trade property of the course of Italian online there included, are in every case exclusively of the W4B.

W4B can change the content of the above said sites, the content of the course of Italian there marketed and relevant selling cost every time that it is necessary and at its unappealed judgment.

5. Promotion and advertising of the course

It is in both parts (W4B and Reseller) interest to promote and advertise Italian for you! Course of Italian online. W4B promotes and advertises the site www.italianforyou.it where and how it seems to them righter. W4B must not promote the site that the Reseller uses and www.resellername.italianforyou.it but can insert the Reseller's site in the "Partnership" zone present in www.italianforyou.it.

The Reseller is allowed and strongly advised to promote his site www.resellername.italianforyou.it in the ways that he prefers such as:

- Link inclusion in his own site
- Paper and oral promotion in his own school or institute or among his students
- By means of his mailing list
- On internet, in search engines or in promotional sites
- In the promotional paper material normally used
- etc, etc, ...

5. Duration of the present agreement

The present agreement starts from the date of Reseller's demand following the modes described in the article 1 and it lasts one year. The present agreement will be renewed automatically every year for the same period, except written cancellation, also by fax, sent by one of the two parts with a notice of at least 30 days from the date of demanded suspension.

6. Law court having jurisdiction

For every controversy concerning the present agreement the court of justice of Florence will be cognizant.

For approval:

Place, date and stamp of the lawyer