Exhibit 4  
  
 AFFILIATE AGREEMENT  
  
 THIS AFFILIATE AGREEMENT (this "Agreement") is made and entered into as  
of June 10, 2002, by and between SmartForce Public Limited Company, a public  
limited company organized under the laws of the Republic of Ireland  
("SmartForce"), and the undersigned stockholder who may be deemed an affiliate  
("Affiliate") of SkillSoft Corporation, a Delaware corporation ("SkillSoft").  
Capitalized terms used but not otherwise defined herein shall have the meanings  
ascribed to them in the Merger Agreement (as defined below).  
  
 RECITALS  
  
 A. SkillSoft, Transitory Sub (as defined below) and SmartForce have  
entered into an Agreement and Plan of Merger (the "Merger Agreement") which  
provides for the merger (the "Merger") of a wholly-owned subsidiary of  
SmartForce ("Transitory Sub") with and into SkillSoft. Pursuant to the Merger,  
all outstanding capital stock of SkillSoft (the "SkillSoft Capital Stock") shall  
be converted into the right to receive American Depositary Shares of SmartForce  
as described in the Merger Agreement;  
  
 B. Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of SkillSoft, as the term "affiliate" is used for purposes of Rule  
145 ("Rule 145") of the rules and regulations promulgated under the Securities  
Act of 1933, as amended (the "Securities Act") by the Securities and Exchange  
Commission (the "SEC"); and  
  
 C. The execution and delivery of this Agreement by Affiliate is a  
material inducement to SmartForce to enter into the Merger Agreement.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereto agree  
as follows:  
  
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands  
that the representations, warranties and covenants by Affiliate set forth herein  
shall be relied upon by SmartForce, SkillSoft and their respective affiliates  
and counsel, and that substantial losses and damages may be incurred by these  
persons if Affiliate's representations, warranties or covenants are breached.  
Affiliate has carefully read this Agreement and has discussed the requirements  
of this Agreement with Affiliate's professional advisors, who are qualified to  
advise Affiliate with regard to such matters.  
  
 Beneficial Ownership of SkillSoft Capital Stock. The Affiliate is the  
sole record and beneficial owner of the number of shares of SkillSoft Capital  
Stock set forth below its name on the signature page hereto (the "Shares"). The  
Shares are not subject to any claim, lien, pledge, charge, security interest or  
other encumbrance or to any right of first refusal of any kind. There are no  
options, warrants, calls, rights, commitments or agreements of any character,  
written or oral, to which Affiliate is party or by which it is bound obligating  
Affiliate to issue, deliver, sell, repurchase  
  
  
  
or redeem, or cause to be issued, delivered, sold, repurchased or redeemed, any  
Shares or obligating Affiliate to grant or enter into any such option, warrant,  
call, right, commitment or agreement. The Shares constitute all shares of  
SkillSoft Capital Stock owned, beneficially or of record, by the Affiliate. The  
Shares are not subject to preemptive rights created by any agreement to which  
Affiliate is party. Affiliate has not engaged in any sale or other transfer of  
the Shares in contemplation of the Merger.  
  
 3. Compliance with Rule 145 and the Securities Act.  
  
 (a) Affiliate has been advised that (i) the issuance of American  
Depositary Shares of SmartForce ("SmartForce ADSs") in connection with the  
Merger is expected to be effected pursuant to a registration statement on Form  
S-4, and the resale of such shares shall be subject to restrictions set forth in  
Rule 145, and (ii) Affiliate may be deemed to be an affiliate of SkillSoft as  
defined by paragraphs (c) and (d) of Rule 145. Affiliate accordingly agrees not  
to sell, transfer or otherwise dispose of any SmartForce ADSs issued to  
Affiliate in the Merger unless (i) such sale, transfer or other disposition is  
made in conformity with the requirements of Rule 145(d)(1) and, to the extent  
required by the terms of the Deposit Agreement (as defined below), Rule 144(h)  
of the rules and regulations promulgated under the Securities Act, or (ii) such  
sale, transfer or other disposition is made pursuant to an effective  
registration statement under the Securities Act or an appropriate exemption from  
registration, or (iii) Affiliate delivers to SmartForce a written opinion of  
counsel, reasonably acceptable to SmartForce in form and substance, that such  
sale, transfer or other disposition is otherwise exempt from registration under  
the Securities Act. Affiliate acknowledges that the SmartForce ADSs issued to  
Affiliate in the Merger will be deposited in a restricted ADR (as defined below)  
facility pursuant to that certain Deposit Agreement, dated as of November 30,  
1995, as amended and restated as of May 22, 1998, among SmartForce, The Bank of  
New York and all owners and beneficial owners from time to time of restricted  
ADRs issued thereunder (the "Deposit Agreement") and that, pursuant to the  
Deposit Agreement, among other things, except as provided in clause (ii) of the  
preceding sentence, sales of SmartForce ADSs issued to Affiliate in the Merger  
may only be effected pursuant to Rule 145(d)(1). In addition to any other  
requirements of this Agreement, Affiliate agrees to comply with the requirements  
of Rule 144(h) with respect to the sale, transfer or other disposition of  
SmartForce ADSs acquired by Affiliate in the Merger to the extent required by  
the terms of the Deposit Agreement.  
  
 (b) SmartForce shall give stop transfer instructions to its transfer  
agent with respect to any SmartForce ADSs received by Affiliate pursuant to the  
Merger and there shall be placed on the American Depositary Receipt ("ADR")  
representing such SmartForce ADSs, or any substitutions therefor, a legend  
stating in substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A TRANSACTION  
 TO WHICH RULE 145 UNDER THE SECURITIES ACT APPLIES AND MAY ONLY BE  
 TRANSFERRED IN CONFORMITY WITH RULE 145(d)(1) OR PURSUANT TO AN EFFECTIVE  
 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR  
 IN ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO  
 THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH  
  
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 TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS  
 AMENDED."  
  
The legend set forth above shall be removed (by delivery of a substitute ADR  
without such legend) and SmartForce shall so instruct its transfer agent, if  
Affiliate delivers to SmartForce (i) written evidence satisfactory to SmartForce  
that the shares have been sold in compliance with Rule 145(d)(1) (in which case,  
the substitute ADR shall be issued in the name of the transferee), or (ii) an  
opinion of counsel, in form and substance reasonably satisfactory to SmartForce,  
to the effect that public sale of the shares by the holder thereof is no longer  
subject to Rule 145.  
  
 (c) Affiliate understands that unless a sale or transfer is made in  
conformity with the provisions of Rule 145, or pursuant to a registration  
statement, SmartForce reserves the right to put the following legend on the ADRs  
issued to his transferee:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ACQUIRED FROM A PERSON  
 WHO RECEIVED SUCH SHARES IN A TRANSACTION TO WHICH RULE 145 PROMULGATED  
 UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")  
 APPLIES. THE SHARES HAVE BEEN ACQUIRED BY THE HOLDER NOT WITH A VIEW TO,  
 OR FOR RESALE IN CONNECTION WITH, ANY DISTRIBUTION THEREOF WITHIN THE  
 MEANING OF THE SECURITIES ACT AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE  
 TRANSFERRED EXCEPT IN ACCORDANCE WITH AN EXEMPTION FROM THE REGISTRATION  
 REQUIREMENTS OF THE SECURITIES ACT OR IN ACCORDANCE WITH A WRITTEN  
 OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER IN FORM AND  
 SUBSTANCE, THAT SUCH SALE, PLEDGE OR TRANSFER IS EXEMPT FROM REGISTRATION  
 UNDER THE SECURITIES ACT."  
  
 4. No Obligation to Register. Affiliate understands that SmartForce is under  
no obligation to register the sale, transfer or other disposition of the  
SmartForce ADSs by or on Affiliate's behalf under the Act or, to take any other  
action necessary in order to make compliance with an exemption from such  
registration available.  
  
 5. Termination. This Agreement shall automatically terminate and shall be of  
no further for and effect in the event of the termination of the Merger  
Agreement pursuant to Article VIII of the Merger Agreement.  
  
 6. Miscellaneous.  
  
 (a) Waiver; Severability. No waiver by any party hereto of any condition  
or of any breach of any provision of this Agreement shall be effective unless in  
writing and signed by each party hereto. In the event that any provision of this  
Agreement, or the application of any such provision to any person, entity or set  
of circumstances, shall be determined to be invalid, unlawful, void or  
unenforceable to any extent, the remainder of this Agreement, and the  
application of such provision to persons, entities or circumstances other than  
those as to which it is determined to be  
  
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invalid, unlawful, void or unenforceable, shall not be impaired or otherwise  
affected and shall continue to be valid and enforceable to the fullest extent  
permitted by law.  
  
 (b) Full Power and Authority; Binding Effect and Assignment. Affiliate  
has full power and authority to make, enter into and carry out the terms of this  
Agreement. This Agreement and all of the provisions hereof shall be binding upon  
and inure to the benefit of the parties hereto and their respective successors  
and permitted assigns, but, except as otherwise specifically provided herein,  
neither this Agreement nor any of the rights, interests or obligations of the  
parties hereto may be assigned by either of the parties without prior written  
consent of the other party hereto.  
  
 (c) Amendments and Modification. This Agreement may not be modified,  
amended, altered or supplemented except upon the execution and delivery of a  
written agreement executed by the parties hereto.  
  
 (d) Injunctive Relief. Each of the parties acknowledge that (i) the  
covenants and the restrictions contained in this Agreement are necessary,  
fundamental, and required for the protection of SmartForce and SkillSoft; (ii)  
such covenants relate to matters which are of a special, unique, and  
extraordinary character that gives each of such covenants a special, unique, and  
extraordinary value; and (iii) a breach of any such covenants or any other  
provision of this Agreement shall result in irreparable harm and damages to  
SmartForce and SkillSoft which cannot be adequately compensated by a monetary  
award. Accordingly, it is expressly agreed that in addition to all other  
remedies available at law or in equity, SmartForce and SkillSoft shall be  
entitled to the immediate remedy of a temporary restraining order, preliminary  
injunction, or such other form of injunctive or equitable relief as may be used  
by any court of competent jurisdiction to restrain or enjoin any of the parties  
hereto from breaching any such covenant or provision or to specifically enforce  
the provisions hereof.  
  
 (e) Governing Law. This Agreement shall be governed by and construed,  
interpreted and enforced in accordance with the internal laws of the State of  
Delaware without giving effect to any choice or conflict of law provision or  
rule (whether of the State of Delaware or any other jurisdiction) that would  
cause the application of the laws of any jurisdiction other than the State of  
Delaware.  
  
 (f) Entire Agreement. This Agreement sets forth the entire understanding  
of Affiliate and SmartForce relating to the subject matter hereof and supersedes  
all prior agreements and understandings between Affiliate and SmartForce  
relating to the subject matter hereof.  
  
 (g) Further Assurances. Affiliate shall execute and/or cause to be  
delivered to SmartForce such instruments and other documents and shall take such  
other actions as SmartForce may reasonably request to effectuate the intent and  
purposes of this Agreement.  
  
 (h) Third Party Reliance. Counsel to SmartForce shall be entitled to rely  
upon this Affiliate Agreement.  
  
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 (i) Survival. The representations, warranties, covenants and other  
provisions contained in this Agreement shall survive the Merger.  
  
 (j) Notices. All notices and other communications pursuant to this  
Agreement shall be in writing and deemed to be sufficient if contained in a  
written instrument and shall be deemed given if delivered personally,  
telecopied, sent by nationally-recognized overnight courier or mailed by  
registered or certified mail (return receipt requested), postage prepaid, to the  
parties at the following address (or at such other address for a party as shall  
be specified by like notice):  
  
 If to SmartForce: SmartForce PLC  
 000 Xxxxxxxxxx Xxxxx  
 Xxxxxxx Xxxx, XX 00000  
 Attention: Xxxxxxx X. Xxxxxx  
 Facsimile: 000-000-0000  
  
 With copies to: Xxxxxx Xxxxxxx Xxxxxxxx & Xxxxxx  
 Professional Corporation  
 000 Xxxx Xxxx Xxxx  
 Xxxx Xxxx, XX 00000-0000  
 Attention: Xxxxxx X. Xxxxxxx  
 Facsimile: (000) 000-0000  
  
 and  
  
 Xxxxxx Xxxxxxx Xxxxxxxx & Xxxxxx  
 Professional Corporation  
 One Market  
 Xxxxx Xxxxxx Xxxxx, Xxxxx 0000  
 Xxx Xxxxxxxxx, XX 00000  
 Attention: Xxxxxxx X. Xxxxxxx  
 Facsimile: (000) 000-0000  
  
 If to Affiliate: To the address for notice set forth on the  
 signature page hereof.  
  
 (k) Counterparts. This Agreement shall be executed in one or more  
counterparts, each of which shall be deemed an original, and all of which  
together shall constitute one and the same instrument.  
  
 [Remainder of page intentionally left blank]  
  
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 IN WITNESS WHEREOF, the parties have caused this Affiliate Agreement to  
be duly executed on the day and year first above written.  
  
 SMARTFORCE PLC AFFILIATE  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Name: Xxxxxxx X. Xxxxxx Affiliate's Address for Notice:  
 ----------------------------  
Title: Chief Executive Officer  
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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Shares beneficially owned:  
  
 \_\_\_\_\_\_\_ shares of SkillSoft Common Stock  
  
 \_\_\_\_\_\_\_ shares of SkillSoft Common Stock  
 issuable upon exercise of  
 outstanding options, warrants or  
 other rights  
  
 [Signature Page to Affiliate Agreement]