

## **Training Games, Inc. Partner License Agreement**

THIS AGREEMENT ("Agreement") is made by and between Training Games Incorporated (TGI), having its principal place of business at 4545 East Hedgehog Place, Cave Creek, AZ 85331 and the TGI Partner listed on the bottom of this document. The effective date of this Agreement (the "Effective Date") shall be the latest date set forth on the signature page of this Agreement. This document represents an agreement between TGI and the TGI Partner in regard to the sale and distribution of software developed and manufactured by TGI.

### **Partner License Program Description:**

TGI makes available six (6) of their game products for sale on partnering websites. In order for a company to participate in the TGI Partner License program, they must have a current and valid TGI Partner Agreement in effect. This agreement entitles the TGI partner to the following:

1. To receive 43% (based on current retail pricing) commission for the sale of the six (6) TGI products. (Our most popular products).
2. TGI will develop the web page for all TGI partners. This web page must be placed on the partner's website with a link to this page from the Home Page of the partner's site.
3. TGI will make available to each partner on-line reporting of all sales occurring through the partner's website of TGI products.
4. TGI will send commission checks to partnering account on or before the tenth of each month.
5. TGI reserves all rights to approve or reject TGI Partner Agreement Applications base on TGI's assessment of the partner's ability to sell the selected (6) TGI products and to comply with the tenets of this agreement.

### **DEFINITIONS:**

1. TGI Partner – The individual or company granted a TGI Partner License for the sale of select TGI Games six (6) on their own website.
2. TGI Partner License – A TGI product license designed for consultants, presenters, educators, trainers or any related web-based business which has been approved by TGI to sell TGI selected products on their own proprietary website.
3. TGI Products – All software and documentation developed, created, marketed and sold by Training Games Corporation.
4. TGI – Training Games Inc. an Arizona Corporation.
5. Selected (6) TGI Products – Products made available to licensed TGI Partners for sale on their own website. These include the following:

Excel TGI Quiz Show Deluxe Game	Excel TGI Presentation Game 2.0	Excel TGI Team Builder Game
Excel TGI Icebreaker Game	Excel TGI Board game	Excel TGI Baseball game

The parties agree to the following provisions:

### **1. INTENT OF PARTNER LICENSE AGREEMENT:**

1.1. This license agreement is designed for consultants, presenters, educators, trainers or any related web-based business who wish to sell TGI products on their own website. In order for a

company to sell TGI products on their website, they must have a current and valid TGI Partner License Agreement in effect.

1.2 Once contracted with TGI, the Partners License entitles the TGI Partner to sell a select list of six (6) TGI products to their own website customers.

## **2. PRODUCT PRICING:**

2.1. All published (internet, etc.) pricing for TGI games within the TGI Partner Program will be sold at the normal published retail TGI price found on the TGI website ([www.training-games.com](http://www.training-games.com)).

## **3. TGI PARTNER AGREES TO:**

3.1 Make available for sale the six (6) selected TGI games to customers visiting their website.

3.2 Establish and maintain a web page on their own website for the six (6) TGI game products.

3.3 Provide and maintain a link from the Partner's Home Page to the selected six (6) TGI Products page on the Partner's website.

3.4 Allow TGI to provide technical support and required customer service as requested by customers purchasing selected six (6) TGI products from the TGI Partner's website.

3.5 Submit a completed Partner License Agreement to TGI for approval.

## **4. TGI AGREES TO:**

4.1 Pay a commission of 43% (based on current retail product pricing) for the sale of the selected (6) TGI products.

4.2 Develop the web page for the TGI Partner. This web page must be placed on the Partner's website with a link to this page from the Home Page of the Partner's site.

4.3 TGI will make available to each partner on-line reporting of all sales occurring through the Partner's website of TGI products.

4.4 TGI will send commission checks to the partnering account on or before the tenth of each month.

4.5 Review all License Agreement Applications for acceptance as a TGI Partner.

## **5. PRODUCT MARKETING:**

5.1 The TGI Partner shall be solely responsible for all expenses incurred in marketing the selected six (6) TGI Products.

## **6. OWNERSHIP OF PROPRIETARY RIGHTS.**

6.1. The TGI Partner acknowledges that select six (6) TGI products and the Documentation, including the structure, sequence and organization of TGI Products, is proprietary to TGI and that TGI retains exclusive worldwide ownership of TGI Products and the Documentation and all proprietary rights associated with TGI Products and the Documentation in all formats and for all media currently in existence or which come into existence in the future, including but not limited to TGI Products. All rights to TGI Products, including without limitation patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), licensing, character, music, story, sequel, motion picture, television and all other rights, franchises or licenses with respect to TGI Products and the Documentation, remain the sole and exclusive property of Training Games Incorporated.

## **7. CONFIDENTIAL INFORMATION.**

7.1. The TGI Partner agrees to protect and treat all TGI Products and Documentation as confidential in regard to Companies or Corporations developing or manufacturing products competitive to TGI Products..

7.2. Non-Disclosure. The TGI Partner acknowledges that it may acquire information and material that is TGI's confidential, proprietary information and contains trade secrets (the "Confidential Information"). The TGI Partner agrees to hold such Confidential Information in strict confidence, not to disclose it to third parties or to use it in any way, commercially or otherwise, except in the performance of sales to prospective customers, and not to allow any unauthorized person access to it, either before or after termination of this Agreement, without the prior written consent of TGI. The TGI Partner further agrees to take all action reasonably necessary and satisfactory to TGI to protect the confidentiality of the TGI Product Information. The TGI Partner will limit the disclosure of the Confidential Information to the TGI Partner's employees with a need to know who (i) have been advised of the confidential nature thereof, and (ii) are under an express written obligation to maintain such confidentiality.

7.3. Exceptions. Notwithstanding the above provisions, the obligations of The TGI Partner with respect to Confidential Information shall not apply to information if (i) that has been published or is otherwise readily available to the public other than by breach of this Agreement, (ii) has been rightfully received by The TGI Partner from a third party without confidential limitations, (iii) has been independently developed for The TGI Partner by personnel having no access to the Confidential Information, (iv) was known to The TGI Partner prior to its first receipt from TGI, or (v) has been disclosed by TGI to a third party without restrictions on disclosure.

8. CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL TGI BE LIABLE TO THE TGI PARTNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF TGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. TERMINATION.**

9.1. Either party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement to the other party.

9.2. Notwithstanding the above, TGI may terminate this Agreement immediately, upon written notice, for the failure by The TGI Partner to abide by the intent or violate the restrictions set forth in this Agreement.

**10. SEVERABILITY.** In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

**11. CONTROLLING LAW.** This Agreement shall be governed in all respects by the laws of the United States of America.

**12. DISPUTE RESOLUTION.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in Phoenix, Arizona, United States of America. The arbitrator(s) shall apply the laws of the United States of America. The language of the arbitration shall be English.

**13. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties regarding its subject matter. It supersedes and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such

subject matter. This Agreement shall not be modified unless done so in a writing signed by officers of both TGI and the TGI Partner.

**14. TGI PRODUCTS COVERED.** All TGI products sold by the Partner from TGI with a TGI Partner License are covered under this agreement.

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In Witness Whereof, the duly authorized representatives of the parties have executed this Agreement.

Training Games, Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TGI Partner

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

To be completed by TGI:

TGI User ID: \_\_\_\_\_ Password: \_\_\_\_\_

**This agreement must be completed, signed, dated and mailed by the TGI Partner to Gary Trotta at 4545 E. Hedgehog Place, Cave Creek, AZ 85331.**