

ACE | Selling®
ACE SELLING PARTNER PROGRAM AGREEMENT
(NON-EXCLUSIVE)

THIS AGREEMENT MADE ON THE _____ DAY OF _____, 20_____.

BETWEEN **Company:** _____
Address: _____
City, State, Country: _____

AND: **ACE Selling**
Seattle, WA USA

GENERAL TERMS

The parties agree to the following terms for Company's participation in the Ace Selling Partner Program.

SECTION 1 Eligibility and Scope.

- (a) The Ace Selling Partner Program (the "ASPP") is designed to allow independent business owners the right to deliver the No-Limit Sales™ workshop. Company's participation in the ASPP is voluntary.
- (b) This agreement sets out the terms and conditions under which Company may participate as a [non-] exclusive ACE Selling Partner.

SECTION 2 Definitions.

- (a) "Company" means the business entity that meets the qualifications to participate in ASPP, and that has entered into this Agreement.
- (b) "Location" means Company's place of business.
- (c) "ACE Selling" means the ACE Selling entity identified in Section 14(m).
- (d) "ACE Selling Materials" means sales workshop materials ACE Selling offers to Company under the ASPP.

SECTION 3 Partner Fees and On-going expenses.

A non-refundable one-time partner fee of six thousand nine hundred fifty dollars (\$6,950.00), paid by Company to ACE Selling upon the execution of this Agreement, which amount shall be deemed fully earned by ACE Selling upon payment. Partner materials will be delivered when payment is received in full.

- (a) There is an annual renewal fee of US \$500.00.
- (b) There is a \$5.00 charge for course material and the book ACE Selling for each workshop attendee. Partner pays for shipping of material.
- (c) There are no other ongoing royalty or fees

SECTION 4 Enrollment in Ace Selling Partner Program.

- (a) **ASPP.** Company will be enrolled in the ASPP after it accepts this Agreement, pays a membership fee, and is accepted by ACE Selling into the ASPP. ACE Selling will notify Company when its enrollment is complete. ASPP communications. ACE Selling may communicate with Company to:
 - 1. Administer the ASPP;
 - 2. Give Company information about the ASPP and training opportunities;
 - 3. Invite Company to participate in surveys and research; and
 - 4. Give Company ACE Selling Materials to help it deliver the No-Limit Sales workshop
- (b) **ASPP changes.**
 - 1. ACE Selling may change the ASPP or any aspect of it. ACE Selling will give Company 30 days' e-mail or other written notice of any substantive ASPP changes.
 - 2. Company is responsible to check the ASPP Website regularly for all other changes. ASPP Website changes are effective on the date they are posted. Changes do not apply retroactively.

SECTION 5 ASPP benefits.

- (a) Company will receive the benefits described on the ASPP Website.
- (b) Updates. During the Term, ACE Selling may provide Company with updates to the Materials, at ACE Selling's discretion. ACE Selling has no duty to update the Materials.
- (c) Local Marketing Programs.
 - 1. ACE Selling will provide Company an initial custom online marketing campaign within 3 months of execution date. If ACE Selling fails to provide service in the set time, all payment will be

reimbursed. If service is not delivered in set time due to Company delays, no reimbursement will be provided but ACE Selling agrees to work in good faith to provide service.

2. After initial marketing campaign, any additional advertising and/or marketing activities will be at Company's expense and conducted to the extent that Company deems necessary. ACE Selling has no obligation to provide any additional marketing or advertising funds to Partner.
3. marketing materials related to the ACE Selling No-Limit Sales Workshops will use appropriate ACE Selling licensed marks "®," "TM," "SM"

SECTION 6 Use, Ownership and License Rights for ACE Selling Materials.

ACE Selling retains all rights and ownership in the ACE Selling No-Limit Sales Workshop Materials. ACE Selling grants Company a non-exclusive license to use the ACE Selling No-Limit Sales Workshop Materials for Company's business use for delivering the No-Limit Sales Workshop. ACE Selling grants Company the right to distribute ACE Selling No-Limit Sales Workshop Materials to Company's customers solely for Company's delivery of the No-Limit Sales Workshop. Company does not have any right to and will not Transfer, sublicense, or allow any Person to use any of the ACE Selling Intellectual Property without written consent of Ace Selling.

SECTION 7 Trademarks.

- (a) **Limited trademark license.** The "ACE Selling Marks" include those trademarks, logos, symbols, and names identified in the ACE Selling logo guidelines on the ASPP Website. Company must meet criteria explained on the ASPP Website to use the ACE Selling Marks. ACE Selling grants to Company a nonexclusive, nontransferable, limited, royalty-free license to use the applicable ACE Selling Marks as long as it meets the criteria. ACE Selling is the sole owner of the ACE Selling Marks and all associated intellectual property rights and is the sole beneficiary of any goodwill related to Company's use of them.
- (b) **Notices.** Company must not remove any copyright, trademark notices in or on ACE Selling Materials. Company may contact ACE Selling's for trademark usage guidelines.
- (c) **Right to control.** ACE Selling has the sole right to, and at its discretion may, control any action concerning the ACE Selling Marks and any other ACE Selling names or trademarks. Company may not assign, sublicense or otherwise transfer its rights under this section without ACE Selling's prior written consent.

SECTION 8 Taxes.

- (a) The amounts to be paid to ACE Selling under this Agreement do not include any foreign, U.S. federal, national, state, provincial, local, municipal or other governmental taxes (including without limitation goods and services taxes), stamp or documentary taxes, duties, levies, fees, excises or tariffs, arising as a result of or in connection with the transactions contemplated under this Agreement.
- (b) Neither party is liable for any taxes the other is legally obligated to pay, including but not limited to net income or gross receipts taxes which relate to any transactions contemplated under this Agreement. Each party agrees to indemnify, defend and hold the other party harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities related to the indemnifying party's tax obligations.
- (c) This Section 8(b) will govern the treatment of all taxes relating to this Agreement.

SECTION 9 Term and termination.

- (a) **Term.**
 1. This Agreement will take effect on the date ACE Selling accepts this Agreement (the "Effective Date"). The Agreement will continue for one year from the Effective Date (the "Term").
 2. ACE Selling will offer a no charge on-going annual renewal for as long as Company remains in good standing, Section 6, Section 12 (b), Exhibit A.
- (b) **Termination for cause.**
 1. ACE Selling may terminate this Agreement immediately upon the Company's unauthorized use of trademark or unauthorized replication of Materials. In which case, no refund from initial Fee will be provide.
 2. ACE Selling will give 30 calendar days' e-mail or written notice for an opportunity to cure. If the cause for termination is not curable, termination will be effective on notice from the non-breaching party. ACE Selling retains its other rights and remedies.

Effect of termination or expiration. Upon termination, Company must immediately stop using any rights and benefits granted by this Agreement and the ASPP. ACE Selling will not be liable to Company for any loss of profits, goodwill, or otherwise arising as a result of such termination. Company will not be entitled to a refund of any fees paid to ACE Selling as a result of termination.

SECTION 10 Representations and warranties.

ACE Selling warrants that it will use reasonable care and skill to administer the ASPP. Company's effort and resulting performance are under Company's control. ACE Selling does not guarantee Company's satisfaction with the ASPP or Company's results.

- (a) ACE Selling provides the ASPP Materials "as is," and without warranties of any kind.

SECTION 11 Indemnification.

Company will defend, indemnify and hold ACE Selling and its officers, directors, employees, contractors, harmless from any and all claims, suits, demands, costs, liabilities, expenses, damages (including reasonable attorneys' costs and fees) and judgments (or settlements to which Company consents) related to any default or breach or alleged default or breach of this Agreement or any other act or omission by Company relating to its role under this Agreement. At ACE Selling's option and cost, ACE Selling may participate in the selection of counsel, defense and settlement of any Company claims covered by this section. If ACE Selling decides to do this, Company and ACE Selling will work together in good faith to reach decisions about which both parties agree. Company must have ACE Selling's written consent before settling any Company claim. ACE Selling will not unreasonably withhold its consent.

SECTION 12 LIMITATIONS OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR ANY DIRECT OR INDIRECT LOSS OF PROFITS, DATA, BUSINESS, OR ANTICIPATED SAVINGS DUE TO FRAUD OR GROSS NEGLIGENCE.

- (a) **Business purposes.** Company enters this Agreement and acquires the related ACE Selling Materials for business purposes only subject to the ASPP requirements.
- (b) **Anti-Piracy. No unauthorized activities or infringement.** Company will (a) not engage or participate in any unauthorized manufacture, duplication, delivery, of Materials (b) will not produce duplication of course material and provide course material to an unauthorized party without written consent.
- (c) **Reservation of rights.** ACE Selling reserves all rights not expressly granted in this Agreement.

SECTION 13 Miscellaneous

- (a) **Business purposes.** Company enters this Agreement and acquires the related Services and Microsoft Materials for business purposes only.
- (b) **"Dollars"** means United States Dollars
- (c) **Relationship of parties.** Any use of the term "partner" is for reference purposes only. The parties are independent contractors. This Agreement does not create an employer-employee relationship, partnership, joint venture, agency relationship or fiduciary relationship and does not create a franchise. Neither Company nor any of its representatives may make any representation, warranty or promise on ACE Selling's behalf or otherwise bind ACE Selling.
- (d) **Generally.** The laws of the State of Washington govern this Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington.
- (e) **Attorneys' fees.** If either ACE Selling or Company employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- (f) **Notices.** Notices may be provided either by electronic or physical mail.
- (g) **No representations.** Each party confirms that ACE Selling has not made any representation to Company about any Products or Services which Company has relied on, other than as specifically stated in this Agreement. Company has relied on its own skill and judgment (or that of its advisers) in deciding to enter into this Agreement.
- (h) **Entire Agreement.** This Agreement forms the entire agreement between the parties regarding the ASPP.
- (i) **Changes to the Guide.** ACE Selling may change the Materials from time to time without Company's approval. ACE Selling will provide 30 days' prior notice for material changes to the ASPP.
- (j) **Compliance with the ACE Selling Partner Program Statement of Business Principles.** Company will comply with the terms of the ACE Selling Partner Program Statement of Business Principles as outlined in Exhibit A.

(k) **Internet Website.** Company must obtain from ACE Selling prior approval to use any domain name, address, or other designation that contains any Proprietary Mark or a confusingly similar variation thereof.

IN WITNESS WHERE OF: the parties hereto have duly executed this Agreement be effective as of the Effective Date in accordance with Section 8 (a) of this Agreement.

COMPANY - _____, a _____ corporation.

Name: _____

Title: _____

Address: _____

City, State: _____

Country: _____

ACE SELLING

City, State: Seattle, WA

Country: USA

Exhibit A
ACE SELLING PARTNER PROGRAM STATEMENT OF BUSINESS PRINCIPLES

The members of the ASPP provide customers with ACE Selling No-Limit Sales Workshop. The No-Limit Sales Workshop is based on ACE Selling workshop materials. ACE Selling collaborates with the ASPP members in those activities. Therefore, it is important for ACE Selling that Company shares ACE Selling's values. Company must comply with this Statement of Business Principles. **Company will have integrity in all its interactions.** Company interacts with a variety of individuals and groups and must be committed to interacting with them in a respectful, ethical manner. Company must ensure that all communications to its customers be truthful, accurate, and not misleading. Company may not make or attempt to make any unauthorized commitment on behalf of ACE Selling. **Company will run its ACE Selling-related business in compliance with its ACE Selling agreement.**

Compliance Acknowledgement. Company acknowledges, as a condition for maintaining its enrollment in the ASPP, its obligation to comply with this Statement of Business Principles.

Company will run its business in compliance with applicable laws and regulatory requirements. In addition to any specific obligations under this Agreement, Company must:

- Deliver No-Limit Sales Workshop in a professional business manner.
- Provide an effective learning experience.
- Dress in appropriate business attire.
- Purchase copies of No-Limit Sales Workshop materials to match the total number of attendees in each workshop.
- Provide only original, licensed ACE Selling materials to customer.