

Cardone Training Technologies, Inc. Receipt & Agreement

This Agreement is made between *Cardone Training Technologies*, *Inc.*("Licensor") and______("Purchaser and Licensee of a "limited use license", hereinafter known simply as "Purchaser")

Licensor owns the Cardone University Interactive Training Center Product; including related copyrights, trademarks and business methods; Licensor is in the business of licensing the Products to companies in various markets for the purpose of training and education. Purchaser wishes to obtain a license to use the Products for the term of this Agreement. Licensor hereby grants Purchaser a limited use license to use the Products for internal use at the physical location listed below for the term of this agreement or at authorized users' remote and mobile locations. This is a single location license. Purchaser agrees to the terms of the License as stated herein and the terms and conditions contained in this Agreement. (Initial). This training license becomes active upon payment. This Agreement is entered into and effective as of the first date written below. Training Term License Fee: Months O Bill me \$_____ Additional Notes (please provide product name in English): Licensor: Authorized Signatory for Purchaser: Company: Address: ____ Purchaser Billing

Cardone Training Technologies, Inc.

Management approval:

Address:

Address:

Purchaser
Contact:
Contact:
Title:
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Title:
Cell:
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CTTI Authorized Licensee/Seller:

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A Few Things We Need to Let You Know So You Can Get Started!

- 1. **Trademarks.** Licensor owns all the trademarks and service marks associated with the Products, including Cardone University Interactive Training Center (CU-ITC). Licensor also owns all rights and title to copyrights in the CU-ITC, the techniques and the instructions ("Works") and the Licensor is the owner of processes, patentable or otherwise in the Products as a business method ("Methods"), Licensor hereby grants Purchaser a Limited Use License and the right to use the "Works" and "Methods" for the term of this Agreement and under the terms of this Agreement. Any training logos, trademarks, Works or other custom content added by Purchaser remains the property of Purchaser.
- 2. Legally Binding. This is a legally binding contract for the term provided herein. Purchaser is permitted to use CU-ITC for the entire duration of this Agreement, as long as payments are current. When the term is over, Purchaser is no longer permitted to use, and Purchaser agrees not to use the CU-ITC, or any similar variants therein. Purchaser is required to and agrees to delete all electronic copies stored, or any related materials, from any and all computers within the Purchaser's control. Charges will commence on the executed contract date and charges are due and payable in full receipt of your invoice. By signing this Agreement, you are authorizing CU-ITC to charge your credit card for the monies owed.

Purchaser	X	(Initial for Authorization)	١
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- 3. **Indemnification.** You hereby agree to indemnify and hold harmless CU-ITC, and its subsidiaries and Purchasers, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof.
- 4. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect
- 5. **Scope of Relationship.** Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.
- 6. **Arbitration.** (a) Any dispute, question or difference arising between the parties to this Agreement in connection with this Agreement or otherwise in regard to the relationship of the parties hereto by virtue of the terms in this Agreement, including the construction and scope of this Agreement, that cannot be amicably resolved between them, shall be finally settled in accordance with Commercial Arbitration rules and regulations of the American Arbitration Association ("**Association**") then in effect by one or more arbitrators mutually selected by the parties from the commercial panel of the Association. The arbitrator(s) to be appointed shall be English speaking persons. The arbitrator(s) shall have the power to extend time for pronouncing the award with the consent of the parties. Judgment upon an arbitration may be entered in any court having competent jurisdiction thereof, and shall be binding, final and non-appealable. The arbitrator(s) shall have the power to award any and all remedies and relief whatsoever that is deemed appropriate under the circumstances, including, but not limited to, money damages and injunctive relief. (b)This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. In the event any party fails to appear at any arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. The parties hereby consent to arbitration to be held within the City of Miami, State of Florida, and irrevocably agree that all actions or proceedings relating to this Agreement shall take place in the City of Miami, and waive any objections that they may have based on improper venue or *forum non conveniens*. The arbitrator(s)' fees in connection with any such arbitration proceeding shall be shared equally among the parties hereto.



- 7. **Jurisdiction.** Purchaser agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Purchaser also agrees that the parties shall attempt to mediate any disagreement before filing any law suit.
- 8. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.
- 9. **Binding.** Purchaser warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Purchaser Company to the terms of this contract.
- 10. **Entire Agreement.** This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.
- 11. **Force Majeure**. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
- 12. **Notices.** The addresses designated below in this paragraph are the addresses by which Notices shall be sent regarding the Terms of this Contract, including, but not limited to, Licensor's changes in the terms, service of process, address changes and updating contact information.

If to CTTI:	Purchaser's Notice Address:
18909 NE 29 th Ave.	
Aventura, FL 33180	
Attention: Accounting	



Please select your preferred payment method below and return to license@grantcardone.com

 \Box ACH CARDONE
Training Technologies, Inc. ACH Authorization ___ Email Address: _____ Account Holder Name: _____ Email Address: _____ Email Address: _____ Bank Name: _____ Account Number: _____ Account Number: _____ Billing Address: ____ _____ State or Province: _____ Postal Code: _____ Country: ____ Telephone No. ____ By signing below, I hereby authorize Cardone Training Technologies, Inc. to initiate ACH Transfer entries and to debit the account as agreed upon in this Signature: _____ Date: _____ Amount \$ ____ ← Don't forget to sign! Credit Card CARDONE
Training Technologies, Inc. Credit Card Authorization Card Number: _____ Card Type: □ Visa □ MC □ Amex □ Discover Cardholder Name:_____ Expiration date: ____CVV (3 digits or 4 if Amex): ____ Email Address: ____ Billing Address: ____ City: _____ State or Province: ____ Postal Code: ____ Country: ___ Telephone No. ____ By signing below, I hereby authorize Cardone Training Technologies, Inc. CTTI) to charge my credit card as agreed upon in this contract. ______Amount \$____CDon't forget to sign! ____ Date: By signing below, the parties fully agree to the Terms of this Agreement: **Authorized Signatory of Purchaser:** CTTI Authorized Licensee/Seller: **Approved by CTTI:** Signature: _____ Signature:____ Signature: Print Name: Print Name: _____ Print Name: _____ Print Title: Print Title: _____ Print Title: Date:_____ Date: _____ Date: _____