

## TechnoKids Authorized Reseller Agreement

This Reseller Agreement ("Agreement") by and between TechnoKids Inc. and \_\_\_\_\_ ("Reseller") is effective \_\_\_\_\_, 2005.

WHEREAS, TechnoKids Inc., as the result of the expenditure of time, skill, effort and money, has developed and owns unique and distinctive learning materials (hereinafter referred to as the "Curriculum") relating to the teaching of technology skills to children which it markets directly to end users and also markets through intermediaries such as Reseller. Reseller is in the business of selling existing software and technology products to end users. Reseller desires to become a TechnoKids Authorized Reseller to resale the Curriculum, all pursuant to this Agreement.

NOW THEREFORE, it is agreed:

### 1. Nonexclusive Appointment as a TechnoKids Authorized Reseller

Upon acceptance of this Agreement by TechnoKids Inc., Reseller is hereby appointed a nonexclusive reseller of the Curriculum in the countries of Canada and the United States with the exclusion of specified states (Florida, New Mexico, California, Indiana, and Texas) and provinces.

Reseller accepts such appointment and agrees to serve as a reseller of the Curriculum to end users as provided herein. This Agreement is not exclusive to Reseller and TechnoKids Inc. reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market, and distribute the Curriculum and value added versions thereof anywhere in the world.

### 2. Distribution by TechnoKids Authorized Reseller

As a TechnoKids Authorized Reseller, Reseller shall:

- a. sell to education organizations site licenses for the Curriculum.
- b. not redistribute or sell any Curriculum provided solely for demonstration purposes.
- c. not distribute the Curriculum when Reseller knows or reasonably should know that such distribution will result in Curriculum being exported.
- d. not purchase Curriculum for Reseller's own use, or for resale to a sister company having the same effect.
- e. exert best efforts to market the Curriculum.
- f. obtain sufficient knowledge of the Curriculum.
- g. inform customers about the terms and conditions in the end-user site license agreement.

### 3. Service and Support by TechnoKids Inc.

TechnoKids Inc. is responsible for providing the following service and support to Reseller:

- a. curriculum support to Reseller's customers by email or toll-free telephone.
- b. support to Reseller's staff relating to Curriculum.
- c. initial marketing materials and one (1) full version, Not for Resale (NFR) copy of the Curriculum.
- d. sample projects for demonstration purposes as downloadable files, at no charge.

### 4. Curriculum

TechnoKids Inc. reserves the right to modify the Curriculum, to remove any product from the market, and/or cease publishing or supporting it, at any time. Reseller acknowledges TechnoKids Inc. does not represent that it will continue to publish or support any item within the Curriculum indefinitely or even for any specific period. Reseller may not alter, merge, or adapt Curriculum.

### 5. Relationship

Reseller and TechnoKids Inc. are independent contractors and are not partners, agents, or representatives of each other. Reseller does not have the authority to bind or commit TechnoKids Inc. and shall not misstate or misrepresent its relationship to TechnoKids Inc.

## **6. Commissions and Payment**

Commission structure, for the Curriculum is set forth in Exhibit A and is subject to change at any time, to take effect following thirty (30) days prior notice by TechnoKids Inc. Commission structure can not be changed for Curriculum sold and delivered prior to receipt of the change notice.

Payment for Curriculum under the terms of this agreement shall be paid by TechnoKids Inc. to Reseller by means of check or credit card within 60 days.

## **7. Warranty**

The warranty terms and conditions will be as specified in the Curriculum end-user site license agreement. Reseller has no authority to make any commitment on behalf of TechnoKids Inc. with respect to obligations, warranties, quantities, delivery, modifications, interfacing capability, or suitability of Curriculum in specific applications to its customers. Reseller has no authority to modify the warranty offered with the Curriculum. Reseller will indemnify TechnoKids Inc. from liability for any modified warranty or other commitment by Reseller not specifically authorized by TechnoKids Inc.

## **8. Terms, Limitations, Termination**

The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and TechnoKids Inc. TechnoKids Inc. or Reseller may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days written notice.

In the event of termination or non-renewal for any reason, neither party shall be liable to the other because of such termination or non-renewal, for compensation, reimbursement, or damages on account of loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease, or commitments in connection with the business or good will of Reseller or TechnoKids Inc.

TechnoKids Inc. may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

TechnoKids Inc. can immediately terminate the Agreement under the following conditions:

- a. TechnoKids Inc., in our sole discretion deems that Reseller is in breach of this Agreement and has not remedied such breach within 10 days of being notified of such breach.
- b. Reseller has (i) appointed a receiver, provisional liquidator, administrator, or other like person to look after undertakings or assets; (ii) entered into arrangements with any creditors or class of creditors; and/or (iii) become insolvent or otherwise is unable to pay when they fall due.

## **9. Ownership of Curriculum**

Reseller acknowledges that subject to the licenses specifically granted herein, all right, title, and interest in Curriculum provided to Reseller is the property of TechnoKids Inc. Reseller is expressly prohibited from reverse engineering, reverse assembly, or decomposing the Curriculum for any purpose whatsoever. Reseller acknowledges that the Curriculum is copyrighted and that Reseller may not reproduce any copies of the Curriculum, nor authorize others to reproduce the Curriculum. Unauthorized reproduction or distribution of the Curriculum, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

**10. Limitation of Liability**

TechnoKids Inc. shall not be liable for any loss of profits, loss of business or goodwill, loss of data or use of data, interruption of business, nor for indirect, special, incidental, or consequential damages of any kind however caused. Whether for breach of warranty, breach of reproduction of contract, tort, negligence, or otherwise, even if TechnoKids Inc. has been advised of the possibility of such loss.

**11. Non-disclosure**

By virtue of this Agreement, each party may have access to information that is confidential to the other party. This may include source code, marketing plans, business plans, financial information, specifications, flow charts and other data ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the a receiving party or rightly received by a receiving party from a third party; or (iii) is independently developed by or a the receiving party.

**12. Use of TechnoKids Inc. Trademark**

TechnoKids Inc. hereby grants to Reseller a limited, nonexclusive right to use TechnoKids Inc. trade names, trademarks, titles, and logos (the "Licensed Marks") in the advertising, promotion, and sale of Curriculum. The following conditions apply:

- a. Reseller shall not make or permit alteration or removal of tags, labels, or identifying marks placed by TechnoKids Inc. on or within the Curriculum.
- b. Reseller will not use TechnoKids Inc. trade names or abbreviations (with the exception of a logo or mark or graphic design provided by TechnoKids Inc. which indicates Reseller is an authorized reseller of TechnoKids Inc.) in Reseller's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of TechnoKids Inc. and Reseller.
- c. Upon the termination of this Agreement, the license granted to Reseller in the Licensed Marks shall immediately terminate and Reseller shall immediately cease and desist all use of the Licensed Marks.
- d. Reseller recognizes and acknowledges TechnoKids Inc. ownership, right, title, and interest in the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of Reseller's use of such marks shall become the property of TechnoKids Inc. Reseller further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of TechnoKids Inc. or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of TechnoKids Inc..

**13. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, Canada.

**14. Notices**

Any notice required by this Agreement or given in connection with it, must be sent by fax, email (return confirmation required), or in writing (by mail, postage prepaid, or recognized overnight delivery services).

If to TechnoKids Inc.:  
**Scott Gerard**  
**TechnoKids Inc.**  
**1282A Cornwall Road**  
**Oakville, ON L6J 7W5**  
**Canada**  
**Email: information@technokids.com**  
**Fax: 1.905.829.4172**

If to Reseller:  
*Contact:* \_\_\_\_\_  
*Company:* \_\_\_\_\_  
*Address:* \_\_\_\_\_  
*City, State, Zip:* \_\_\_\_\_  
*Country:* \_\_\_\_\_  
*Email:* \_\_\_\_\_  
*Fax:* \_\_\_\_\_

**15. Final Agreement**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**16. Non-assignable**

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without prior written consent of TechnoKids Inc.

**17. Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**18. Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**19. Due Execution**

The party executing this Agreement on behalf of Reseller represents and warrants that he or she has been duly authorized under Reseller's charter documents to act on the Reseller's behalf to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Reseller Agreement as of the date first above written:

**Reseller:**

_____	_____
Reseller's Full legal Company Name	Reseller Federal Tax ID or Business ID
_____	
Reseller Address	
_____	_____
Name of Applicant	Reseller Authorized Signature
_____	_____
Title of Applicant	Date

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**TechnoKids Inc.:**

_____	_____
Name	Authorized Signature
_____	_____
Title	Date

**Exhibit A: Reseller Agreement Commissions**

Prices and discounts are subject to change with thirty (30) days notice.

Product Name	Code	Retail Price	Reseller Commission
TechnoKids Primary Curriculum Site License			
TechnoKids Junior Curriculum Site License			
TechnoKids Intermediate Curriculum Site License			
TechnoKids Senior Curriculum Site License			
TechnoKids Camp Curriculum Site License			
TechnoKids Teacher Curriculum Site License			
TechnoKids Package Curriculum Site License			