



Thank you for your interest in becoming a GR8PM-licensed Partner-Affiliate. Once the licensing process is finalized you will have access to all the Instructor materials for teaching PMI-ACP® classes using our exam prep program based on the *Amazon #1 Best Seller*, the *Agile Almanac* product suite. The materials are designed to ensure you are set up for success, and to make that as easy as possible!

Our Affiliate program was designed, specifically, to maximize your credibility, reduce your Instructor workload, and be profitable. Our program and materials reinforce your customers' perception of your professional competence as a world-class provider of PMI-ACP® exam preparation.

Simultaneously, because our PMI-ACP® Exam Preparation materials contain a *significant investment in intellectual property* our Partner-Affiliates accept a duty to help us *protect that intellectual property investment*.

### **GR8PM PARTNER-AFFILIATE PROGRAM DESCRIPTION**

This Partner-Affiliate Program was developed to give each Partner-Affiliate the maximum ease and flexibility when ordering and using the GR8PM materials to build their businesses while concurrently protecting the GR8PM brand, to the benefit of all Partner-Affiliates.

At a high level the Partner-Affiliate Program:

- Provides all the Instructor Materials needed to be successful.
- Allows each Partner-Affiliate to deliver training in the mode they prefer – actual or virtual classroom.
- Empowers each Partner-Affiliate to set the days, times and cost associated with their classes.
- Leverages the GR8PM On-Demand training course to add 21 hours – and 21 PDUs – to the value-proposition that the Partner-Affiliate is offering, and to make money from it also.
- Gives each Partner-Affiliate the freedom to register their classes for PMI PDUs or to leverage GR8PM's status as a PMI R.E.P. to provide that service for them.
- Leverage GR8PM's *100% Money-Back, 1<sup>st</sup> Try, Pass Guarantee* if the Partner-Affiliate wishes to do so.
- Benefit from, and add to, the value of being a member of the GR8PM Partner-Affiliate community with things like positive Amazon reviews and LinkedIn posts and publications.

We look forward to having you join the GR8PM Partner-Affiliate community!



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**PARTNER-AFFILIATE LICENSING & NON-DISCLOSURE (NDA) AGREEMENT**  
IMPORTANT - PLEASE READ CAREFULLY

This Licensing and Non-Disclosure Agreement (hereinafter **Agreement**) is entered into as of the date above, between GR8PM (hereinafter **GR8PM**), a Washington corporation, and the **Partner-Affiliate**, (hereinafter **Affiliate**), whose mailing address is shown above. It expresses their entire agreement regarding joining the Partner-Affiliate Program (hereinafter **Program**) and the use of GR8PM's copyrighted **PMI-ACP® On-Demand Exam Prep** materials, including both its content and processes (hereinafter **Materials**). The Materials when provided to the Affiliate are to be used to deliver PMI-ACP® Exam Preparation training classes (hereinafter **ACP Classes**). By accepting this agreement Affiliate is representing to GR8PM that signer is authorized to bind the Affiliate and are agreeing on behalf of the Affiliate that the terms of this Agreement shall govern the relationship of the parties with regard to Affiliate's acceptance if Affiliate is accepted into the Program.

It sets forth their mutual covenants by which they intend to be legally bound, as follows:

This Agreement becomes effective on the date above and will continue in effect until terminated by either party according to the terms defined below, or three (3) years from the effective date unless renewed or extended by mutual agreement.

GR8PM and the Affiliate are independent parties to this Agreement and nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal/agent relationship between the parties. Neither of the parties, by virtue of this Agreement, shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Affiliate without the prior written consent of GR8PM.

### **1. Duties of GR8PM**

A. *Stewardship.* GR8PM shall exercise reasonable diligence in screening, evaluating and accepting requests to join the Partner-Affiliate Program in order to protect the best interests of all members of the Partner-Affiliate Program community. Considerations shall include, but not be limited to, evaluation of apparent competency of applicant to effectively deliver training classes, assessment of applicant's compatibility within the Partner-Affiliate Program community, and applicants ability to support the growth of the program to the benefit of all participants with results and activities like high student evaluations, frequent positive Amazon reviews, and regular social media (LinkedIn, etc.) posts.

**B. Management.** GR8PM agrees to provide information and guidance as needed, in customary and appropriate ways, so that the Affiliate can effectively deliver the ACP Classes. GR8PM has no role in the Affiliate’s Instructor selection process but requires that they hold the PMI-ACP® certification.

**C. Support.** GR8PM agrees to provide timely updates to maintain the Materials’ industry-leading perceived value, reasonable support for Affiliate requests, and marketing guidance and opportunities.

**D. Materials Delivery.** GR8PM agrees to electronically furnish Instructors’ PowerPoint slide decks for use in delivering training. GR8PM will also furnish Student Materials at a significant savings compared to the GR8PM’s website price so that Affiliates can integrate that into pricing their classes. Student Materials will be provided using the following approach:

- i. After applicant has executed this Agreement and been evaluated and approved by GR8PM to join the Partner-Affiliate Program, the Affiliate will be provided instructions for accessing the Partner-Affiliate Program website where Affiliate can create an Affiliate User Account.
- ii. The User Account will allow the Affiliate to select the Student Materials package they wish to provide to their students. The options, which may be changed from time to time to provide the best mutually-beneficial alignment of GR8PM and Affiliates’ interests, currently are:
  - a. Package 01 (or “Black”) includes a Printed copy of the Agile Almanac – Book 1, shipped to the Affiliate, the On-Demand Course materials, a PDF of the applicable parts of the Instructor PPTX deck and a 60-Day subscription to GR8PM’s PMI-ACP Exam Simulator.
  - b. Package 02 (or “White”) includes a PDF of the Abridged version of the Agile Almanac – Book 1, the On-Demand Course materials, a PDF of the applicable parts of the Instructor PPTX deck and a 60-Day subscription to GR8PM’s PMI-ACP Exam Simulator.
  - c. Package 03 (or “Gold”) includes **both** the Printed and PDF versions of the Agile Almanac – Book 1, the On-Demand Course materials, a PDF of the applicable parts of the Instructor PPTX deck and a **180-Day** subscription to GR8PM’s PMI-ACP Exam Simulator.
  - d. Students will also be offered the opportunity to purchase upgrades, if they desire them, at significantly discounted rates attributed to the Affiliate’s status as the class provider, for the following items:
    - i. Printed Book
    - ii. PDF Book (Abridged Version)
    - iii. 90-Day extension of Exam Simulator
    - iv. Online flash cards
- iii. When the Affiliate determines Student Materials are needed for a class, they will access their User Account and purchase the desired number of License Keys for Packages 01, 02 and/or 03. If Package 01 or 03 is selected GR8PM will ship the books to the Affiliate as instructed. The Affiliate will distribute the License Keys, and instructions provided by GR8PM regarding how to use the License Key, to their students following whatever process they choose. Once the

Students have the License Keys they will follow the instructions to create a personal User Account and have the electronic Materials downloaded into their personal account. They will be able to begin using the Materials immediately.

## **2. Duties of Affiliate**

A. *Disclosure.* The Affiliate attests that everything provided or disclosed to GR8PM in Affiliate's application and during the review and evaluation process is true, accurate, complete and not misleading in any way, to the best of the Affiliate's knowledge. Further, the Affiliate agrees that should any untrue, inaccurate, incomplete or misleading facts be discovered by GR8PM during or following the application and approval process it shall be accepted as adequate grounds for removal from the Partner-Affiliate Program.

B. *Cooperation.* The Affiliate will select Instructors for its ACP classes at its sole and absolute discretion. Affiliate Instructors may represent, perform services for, and be employed by, other vendors, clients, persons, or companies as the Affiliate sees fit, ***provided only*** that the Materials, including but not limited to the PowerPoint presentations, are not used, shared, copied, provided or in any other way distributed, outside of the Affiliate's ACP Classes.

Affiliate agrees that it has and accepts an ***affirmative obligation*** to limit access to the Materials and participation in its ACP classes to ***Instructors*** who it has ***properly trained to be aware of the obligations of this Non-Disclosure Agreement (NDA)***. Further the Affiliate agrees not to use the Materials, or any part of the Materials, in any way outside the ACP Classes without prior written approval from GR8PM.

Affiliate agrees that its duty to ***take affirmative action*** includes, but is not limited to, ***notifying GR8PM*** of any Instructor(s), student(s) or guest(s) using the Materials in violation of this Agreement.

C. *Materials Delivery.* Affiliate agrees to compel ***every student, observer, participant, or attendee*** of any ACP Class where ***any part*** of the Materials may be used to have their own ***new Materials*** provided by the Affiliate. Excepting only that (a) Instructors may reuse their personal set of Materials and (b) any student or participant who has previously purchased Materials ***can reuse their personal materials when re-attending the event because they failed to pass the exam on the first try***. The Affiliate expressly agrees to prohibit the transfer, loan, resale or reuse of Materials by ***any student, observer, participant, or attendee*** at any ACP Class where all or any part of the Materials are used.

Affiliate further agrees that it may not purchase License Keys and resell them outside of a bone fide class and that if, in the sole and absolute discretion of GR8PM, such activity is likely to have occurred, it shall be accepted as adequate grounds for removal from the Partner-Affiliate Program because it harms the program and Affiliate community. However, such action shall not be unreasonably taken by GR8PM.

*D. Performance.* Affiliate agrees that it has an affirmative obligation to maintain a high degree of positive results for its students in order to remain in the Affiliate program and that failing to do so will irreparably harm the Affiliate community and program. Therefore any indicators of poor performance, including but not limited to, the following shall be considered grounds for removal from the program, and GR8PM may, in its sole and absolute discretion remove the Affiliate from the program, provided that such action shall not be unreasonably taken by GR8PM.

i. Indicators of Poor Performance

- a. Students failing to pass the PMI-ACP exam on the first try.
- b. Using the 100% Money-Back Guarantee too frequently.
- c. Failure to supply timely and adequate Student Evaluations of each class.
- d. Failure to motivate students to post positive class and Materials reviews on Amazon and other appropriate websites.

*E. Money-Back Guarantee.* Affiliate agrees that it is strongly encouraged to offer a *100% Money-Back, 1<sup>st</sup> Time, Pass Guarantee* equivalent to the one offered by GR8PM. In order to support this strong encouragement GR8PM agrees to refund to the Affiliate the purchase price of the License Key for any student that does not pass on their first try. To claim the refund an Affiliate must provide GR8PM appropriate evidence of student's failure. That evidence is generally accepted to be a copy of the failure notice from the Prometric Testing center and the License Key identifier provided by GR8PM.

*F. Assignment.* Affiliate shall not assign this Agreement or any right herein or delegate any performance without GR8PM's prior written consent, which consent shall not be unreasonably withheld. Any other attempted assignment or transfer by Affiliate will be void.

*G. Miscellaneous.* Affiliate agrees to display a prominent logo/link to GR8PM.com on their website announcing and demonstrating participation in the Partner-Affiliate Program. Affiliate will also supply the information needed to list their classes on GR8PM.com, which should help increase enrollment. Reciprocally, GR8PM will post a logo/link on the Partner-Affiliate page of GR8PM.com, post information about Affiliate classes, and not receive any portion of Affiliate revenue from said classes for posting them.

Affiliate further agrees that it will be eligible, but not automatically entitled to, higher levels of recognition, such as moving from the Basic tier to the Silver, Gold or Platinum tiers, of Affiliate recognition on GR8PM.com.

### **3. General Provisions**

*A. Intellectual Property.* Affiliate hereby agrees that GR8PM's services, products, and training content in the Materials are works done under GR8PM's direction and control and have not been specifically ordered or commissioned by Affiliate and shall not be considered a "Work Made For Hire" as that term

is defined in the copyright laws of the United States. GR8PM shall be considered the author of the Materials for purposes of copyright and shall own all the rights in and to the copyright of the Materials. Affiliate also agrees it **may not alter or remove** from the Materials or any other documentation provided by GR8PM, any logo or proprietary, copyright or trademark legend.

Affiliate further agrees that no license to use all or any part of the Materials in any way outside the agreed upon ACP Classes is granted, implied, or assumed.

*B. Proprietary Information and Confidentiality Obligations.* Affiliate agrees that as a part of the Materials and services GR8PM provides it may gain access to certain confidential and/or proprietary information of GR8PM. This information may include, but may not be limited to (i) PowerPoint slide decks and training materials, Instructor's Guides and similar items, (ii) marketing content and methods, or (iii) ideas for future developments, all of which is of a confidential nature and which contains valuable trade secrets and know-how proprietary to GR8PM (hereinafter **Information**).

Affiliate also agrees that they need and desire to receive such oral, electronic and written Information from GR8PM to further a business relationship. Therefore, Affiliate agrees to the confidentiality obligations defined below with respect to the Information, in exchange for receiving good and valuable consideration including, but not limited to, access to and use of Materials for teaching the ACP Classes.

In particular, and without limiting the foregoing, Affiliate acknowledges and understands that the Information to which Affiliate will gain access is the confidential and proprietary information of GR8PM and agrees it will (i) not disclose, or permit disclosure of, any Information without the prior written consent of GR8PM; (ii) promptly notify GR8PM of any such unauthorized use or disclosure immediately when discovered; (iii) limit use of such Information to the extent necessary to perform Affiliate's work; and (iv) return to GR8PM any and all copies of the Information in Affiliate possession or control, and any portion thereof, promptly upon receipt of notice from GR8PM requesting such return or upon termination of this agreement.

Affiliate further acknowledges that its right of access to the Materials and Information expires upon termination of this agreement. Affiliate acknowledges and agrees that its obligations regarding the non-disclosure, non-use and/or return of the Materials and Information shall survive any such termination or expiration of its access to the Materials and Information for a period of five (5) years.

Affiliate acknowledges that it has read and understands the terms of these confidentiality obligations with respect to the Information, and agrees to be bound by them.

*C. Notices.* Any notices to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested.





D. *Entire Agreement.* This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the Materials and Information, and contains all of the covenants and agreements between the parties with respect to access to and use of Materials and Information in any manner whatsoever. Each party to this Agreement acknowledges that any representation, inducement, promise, agreement, or statement not contained in this Agreement shall be invalid and non-binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

E. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

F. *Affiliate Indemnity.* Affiliate shall indemnify GR8PM and hold GR8PM harmless against all claims asserted by a third party against GR8PM as a result of Affiliate's acts or omissions or failures.

G. *GR8PM Website.* GR8PM maintains, from time to time, a website and a Partner Portal at GR8PM.com which contain Information pertaining to GR8PM products, services and the Program.

1. *Scope and Grant of License.* GR8PM may grant Affiliate a limited, non-exclusive, nontransferable, right and license, during the period of this Agreement, to access the site and to use the information solely in accordance with the provisions of this Agreement. All information on the site shall remain the property of GR8PM. Except as expressly stated herein, no other grant of right or license to use, under any patent, copyright or any other intellectual property rights is made from GR8PM to Affiliate under this Agreement.

2. *Restriction on Usage.* Affiliate shall use the information obtained from GR8PM's website only for the purposes of marketing and delivery of ACP Classes. Affiliate shall make no other use thereof and shall use the information only in a manner that inures to the benefit of GR8PM and the Program. Access to the information shall be made available only to Affiliate personnel that have a "need to know" in order to fulfill the uses described above.

3. *Termination of Website Access.* GR8PM has the right to deny Affiliate or Affiliate personnel access to the GR8PM website and Partner-Affiliate portal made available as part of this agreement upon any termination, expiration or cancellation of this Agreement. GR8PM provides access to the website and information on an "As Is" basis and makes no other warranties, expressed or implied.

H. *Logo License.* Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, GR8PM hereby grants to Affiliate a nonexclusive, nontransferable, royalty-free, personal right to use the Logo, but only in connection with Affiliate's marketing, advertising and/or sale

of ACP Classes, and only in strict accordance with the current version of the GR8PM Partner-Affiliate Program Graphic Standards (including usage guidelines). GR8PM reserves the right to amend the Logo or to replace it with a different logo. GR8PM reserves the right to modify these standards and guidelines from time to time. Affiliate may not use or reproduce the Logo in any manner whatsoever except as expressly permitted under this Agreement. Nothing in this section shall limit GR8PM's right to pursue other legal remedies, including immediate court or judicial relief.

1. *Ownership.* Affiliate shall not challenge GR8PM's ownership or use of the Logo; attempt to register any portion of the Logo or any constituent elements; remove, alter or add to the Logo; or incorporate the Logo or any other GR8PM trademark into Affiliate's product names, service names, company names, domain names, or any other similar designations. Affiliate's use of the Logo inures to the sole benefit of GR8PM. If, at any time, Affiliate acquires any rights in, or trademark registrations or applications for the Logo or any of the GR8PM trademarks by operation of law or otherwise, Affiliate will immediately and at no expense to GR8PM assign such rights, registration or applications to GR8PM, along with any and all associated goodwill.

2. *Usage.* GR8PM may periodically audit Affiliate's website and other materials to verify they in compliance with the then current GR8PM Program Graphic Standards (including usage guidelines) and shall provide advance notice of an audit. GR8PM shall bear the cost of the audit and the Affiliate shall provide all reasonable assistance necessary. If GR8PM determines, as a result of the audit, in its sole discretion that Affiliate has not met any requirement, then GR8PM shall notify Affiliate of the noncompliance and Affiliate shall immediately cease using the Logo until it remedies the situation, which GR8PM shall determine in its sole discretion. At GR8PM's request, Affiliate shall promptly supply GR8PM with suitable specimens of Affiliate's use of the Logo.

3. *Indemnify.* Affiliate shall indemnify GR8PM from and against all loss, cost, damage or expense resulting from Affiliate's use of the Logo in violation of this Logo license.

4. *Termination.* Upon written notice from GR8PM, Affiliate shall cease all use of the Logo as quickly as reasonably possible. Upon termination of this Agreement, the logo license and rights granted hereunder shall terminate completely. GR8PM retains all right, title and interest in and to the Logo. Except as explicitly granted in this Agreement, Affiliate shall not have any rights in the Logo.

*i.* Affiliate must discontinue all use of the Logo according to the following schedule unless GR8PM has agreed in writing to some other schedule: (1) within seventy-two (72) hours on Affiliate's website; (2) within thirty (30) calendar days, or such earlier date as required by court or judicial order, on all Products, Products packaging, Products documentation, and related marketing materials, where applicable, on Affiliate's premises





by covering the Logo with an opaque label or by other methods pre-approved by GR8PM in writing.

## **5. Termination of Agreement and Governing Law**

A. *Termination.* Notwithstanding any other provisions of this Agreement, either party hereto may unilaterally terminate this Agreement at any time by giving 30 days written notice to the other party. However, the Agreement may be terminated by mutual agreement at any time.

B. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, United States of America, and the parties hereto select Spokane County, Washington as their forum and venue for any arbitration, lawsuit or other legal proceeding concerning any dispute.

The prevailing party in any proceeding shall be entitled to receive from the other party all reasonable attorneys' fees incurred by such prevailing party and all reasonable costs incurred in connection therewith.