

1 Global Alliance, Inc.  
Licensing and Distribution Agreement

PARTIES

This Agreement made this day of \_\_\_\_\_, 2008, by and between 1 Global Alliance, Inc., a California Corporation with its principal place of business at 18775 Ambrose Lane in Huntington Beach, California 92648 (hereinafter referred to as “1 Global Alliance, Inc.” or “1GA, Inc.”), and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, (hereinafter referred to as “Suppliers” or “Participating Partners”).

RECITALS

WHEREAS 1 Global Alliance, Inc. established the community fundraising program to help further the goals of non-profit organizations who are striving to empower mankind through providing education, sustenance and community outreach programs. 1GA, Inc. achieves its goals by offering products and services to the supporters and members of the Product Partner through a website. By uniting merchants who create products which foster health with non-profit organizations, 1GA, Inc. is able to support the goals of the non-profit while fostering a healthier world.

WHEREAS 1GA, Inc. does not mark up the product prices on our website, but it forwards a portion of each purchase to the fundraising entity, and reserves only a small portion of the profit. In order to make this process successful for all parties involved, 1GA, Inc. actively markets Supplier’s products and services.

WHEREAS Suppliers are health conscious entities helping foster a healthier world. Each Product Partner understands that participation in this program is ongoing and hopes to increase sales through this program by being exposed to new customers and clients. Each Supplier does not anticipate directly marketing or selling to the customer base provided by 1GA, Inc.

NOW, THEREFORE, in consideration for the mutual promises, covenants, agreements, representations and warranties contained herein, the parties hereto do hereby promise, covenant, agree, represent and warrant as follows:

//  
//

# AGREEMENT

1. **Payment Structure.** One hundred percent of the purchase price shall be charged the purchase price, taxes (if appropriate) and shipping fees to the consumer and received by IGA, Inc. Then, for drop ship Suppliers, IGA, Inc. hereby agrees to forward the agreed wholesale purchase price to Supplier, plus any shipping fees charged to the customer for products which have been drop shipped by Supplier. This is intended to exclude payment for any items back-ordered and not yet shipped. It is IGA, Inc.'s responsibility to retain any sales tax collected from the consumer and report to the appropriate agency. IGA, Inc. is responsible for forwarding the fundraising entity its share of profits from the sale.
2. **Payment Time.** Once orders have been received by IGA, Inc. for the previous week's shipment(s) are batched according to each merchant, beginning Saturday 12:00 AM ending on Friday at 11:59 PM PST. Payment is forwarded to the supplier the second Wednesday following the order date. Receipt is defined as the completion of the transaction and clearing of funds into IGA, Inc.'s bank account.
3. **Supplier's Obligations.** It is the Suppliers obligation to promptly inform IGA, Inc. of any out of stock products. Supplier has read and agreed to abide by the terms of IGA, Inc.'s return policy as posted on IGA, Inc. website. ( [http://www.lglobalalliance.com/return\\_refund\\_policy.htm](http://www.lglobalalliance.com/return_refund_policy.htm)). Products dropped shipped by Suppliers and not shipped by IGA, Inc. must be returned directly to the Supplier and IGA, Inc. is not obligated to facilitate that process. Supplier agrees to inform IGA, Inc. of any returned products or any other dispute in writing within 10 business days. Upon receipt of notification of receipt of returned products from the supplier IGA, Inc. agrees to reimburse the consumer within 10 business days.
4. **Refund Accounting.** On notification of receipt of returned products from the supplier IGA, Inc. agrees to issue a credit memo to Supplier for any payments made to Supplier for the returned or rejected goods or services. Credits memos are subtracted for the following week's payments to Supplier. In the event that no monies are due to Supplier, credit must be received within 7 business days from when the credit memo was issued.
5. **Intellectual Property.** During Supplier's participation in the fundraising program set forth herein, IGA, Inc. shall have the right to indicate to the public that Suppliers are a part of its fundraising program and in connection therewith may use the trademarks, servicemarks and trade names of Participating Partner. During Suppliers' participation in this program all representations of IGA, Inc.'s servicemarks, trademarks, logo's and namesake used by Suppliers shall be exact replicas IGA, Inc. of those used by IGA, Inc. Product Partner shall not use the

1GA, Inc. marks in any manner that would be inconsistent with or damaging to 1GA, Inc. name or reputation.

6. **Licensing.** Subject to the terms and conditions of this Agreement, Supplier hereby grants to 1GA, Inc. a fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, distribute and otherwise exploit the Supplier and its product or service and to use Supplier's trade names, trade dress, and trademarks as expressly permitted herein and as reasonably necessary with respect to the display and use of the Supplier's content on the Service. IGA, Inc. and affiliates may use Product Partner's content, provided that IGA, Inc. obtains Suppliers' prior consent for such use on a case-by-case basis. However, Supplier expressly understands and agrees that IGA, Inc's website and marketing materials may include graphic depictions, logos, servicemarks, etc. of Supplier in furtherance and promotion of sales of Supplier's products and/or services. As used herein, "Affiliate" means with respect to a party to this Agreement, any entity that directly or indirectly controls, or is under common control with, or is controlled by, such party; "control" (including, with its correlative meanings, "controlled by and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).
7. **Indemnity.** 1GA, Inc. including agents, heirs and assigns of 1GA, Inc. shall not be liable for any damages, including without limitation direct or indirect damages, incidental, special or consequential damages, loss of profits or revenue, or interruption of business, in any way arising out of or related to Products Partners products or services or actions, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if 1GA, Inc., or its agents, heirs and assigns, has been advised of the possibilities of such damages. Suppliers agree to hold IGA, Inc. harmless for any damages caused by their products or services, including but not limited to products liability.
8. **Non-Assignability.** Suppliers may not assign this Agreement or any rights or obligations hereunder, directly or indirectly by operation of law or otherwise, without the prior consent of 1GA, Inc.
9. **Jurisdiction and Venue.** This agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any lawsuit arising under this Agreement shall be filed in the Superior Court of California, County of Orange.
10. **Binding Arbitration.** Any disputes arising out of this Agreement shall be received by binding arbitration in Orange County, California in accordance with the rules and regulations of the American Arbitration Association.

11. **Termination.** The initial contract term shall be one year from the date of signing below. After the initial term, this Agreement may be terminated at any time by either party by informing the other party in writing sent to the address listed hereinabove at least ninety days in advance of the termination date in order to allow time for a substitute Supplier to be located by IGA, Inc.. Any pending transactions and/or payments shall be completed within sixty days of the termination date.
  
12. **Discontinuation.** IGA, Inc. reserves the right to discontinue selling Supplier's products or services if it becomes cost prohibitive or unreasonable exposure to liability without prior notice or consent of Product Partner.
  
13. **Good Standing.** At all times herein Supplier must be in good standing with the Secretary of State in the State of California and in the state in which it's principal place of business is located. Product Partner must also at all times be authorized to do business and be in good standing with any and all government entities which regulate its business. Failure to comply with this clause shall result in IGA, Inc.'s right to nullify this Agreement in its entirety.
  
14. **Non Competition.** Under no circumstances can Supplier directly contact or market to the customers who order through IGA, Inc. for at least three years from the date of the last purchase made through IGA, Inc. Product Partner is prohibited from directly selling its product or service to any customer who has previously purchased through IGA, Inc. Product Partner is responsible for actively and regularly auditing its customer list, invoicing system and purchase orders in order to assure that it is not selling directly to a customer who is an IGA, Inc. customer.

Supplier's Initials (\_\_\_\_\_)

15. **Attorneys Fees.** The parties shall each bear their own attorney's fees and other expenses incurred as a result of the dispute to which this Agreement relates. If any legal action is commenced to interpret, enforce, or recover damages for the breach of any term of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with that action, in addition to costs of suit.
  
16. **Entire Agreement.** This Agreement contains the entire understanding between the parties concerning the settlement of this dispute. Any and all prior

negotiations that are not contained in this Agreement are superseded and of no force or effect.

17. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be construed and enforced so as to best effectuate the intention of the parties at the time this Agreement was entered into.
  
18. **Effective Date and Counterparts.** This Agreement shall become effective on its execution by or on behalf of all parties. It may be executed in two or more counterparts, each of which shall be deemed to be an original, and all counterparts shall together constitute the Agreement.
  
19. **No Oral Modifications.** Except as otherwise stated hereinabove, this Agreement may not be orally superseded, modified, or amended. No waiver, modification, or amendment shall be valid unless signed by all parties.

Signed:

**1 Global Alliance, Inc.:**

\_\_\_\_\_  
Donna Detweiler, President

**Supplier:**

\_\_\_\_\_  
Name of Officer/Agent

Name of Organization