



FOR FEEL GOOD NETWORKS USE ONLY

Client is a retailer and agrees to pay Feel Good Networks \_\_\_\_\_% of all sales made through client's FGN Storefront.  
The percentage is taken before tax and shipping.  
 Client is a dropshipper and charges Feel Good Networks the wholesale cost of the product(s).  
The effective date of this contract is \_\_\_\_/\_\_\_\_/\_\_\_\_. Network(s) \_\_\_\_\_

Step 1: Company Information

Company Name \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Local Telephone (\_\_\_\_) \_\_\_\_\_ Toll Free (\_\_\_\_) \_\_\_\_\_

Step 2: Contact Information

Contact Name \_\_\_\_\_ Title: \_\_\_\_\_  
Local Telephone (\_\_\_\_) \_\_\_\_\_ Toll Free (\_\_\_\_) \_\_\_\_\_  
Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Step 4: Type of CG Storefront

My company is a Retailer and would like Feel Good Networks to charge a percentage of sales. Proceed to Step 5.  
 My company is a Drop Shipper and would like to charge Feel Good Networks the wholesale cost of my product(s). Proceed to Step 6.

Step 5: Choose Form of Payment (Retailers Only)

Standard Invoice, Net 30 Days  
You will be invoiced when your account balance reaches it's credit limit. You will have 30 days to pay this invoice. If your payment is not received within the 30 days, your account will be considered in default. Please see Terms and Conditions. (<http://www.FeelGoodNetworks.com/join/terms.shtml>)  
 Non-Stop Sales Participant  
You will be invoiced when your account balance reaches it's credit limit. Your credit card will be automatically billed for the amount of the invoice amount. This will guarantee non-stop operation of your CG Storefront. Please see Terms and Conditions. (<http://www.FeelGoodNetworks.com/join/terms.shtml>)

Cardholder's Name \_\_\_\_\_  
Credit Card Billing Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Cardholder's Telephone (\_\_\_\_) \_\_\_\_\_  
Payment Method:  Visa  Mastercard  American Express  
Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
CVV2 code: (Located at the back of your VISA or MC - the last 3 digits, 4 printed digits on front of AMEX) \_\_\_\_\_  
 I authorize Feel Good Networks to charge my above credit card to pay for my CG Storefront  
Services invoice at the time my account balance reaches it's credit limit.  
Cardholder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Step 6: Select Payment Method (Drop Shippers Only)

Charge Feel Good Networks's credit card the wholesale cost of the product(s).  
Our company is capable of shipping UPS.  Yes  No  
Please call for Feel Good Networks's credit card information and UPS account number.

Step 7: Sign and Return this Form to Feel Good Networks

I have read, agree to and signed the attached Terms, Conditions and Software License.

\_\_\_\_\_  
Feel Good Networks Authorized Signature  
\_\_\_\_\_  
Print Name/Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Authorized Signature  
\_\_\_\_\_  
Print Name/Title  
\_\_\_\_\_  
Date

Please fax this completed form to:  
801.720.2471

or mail this completed form to:  
Feel Good Networks  
15600 NE 8th ST, #1993  
Bellevue, WA 98008

Any questions, please call 206.547.1411 or email to [info@FeelGoodNetworks.com](mailto:info@FeelGoodNetworks.com).



## TERMS, CONDITIONS AND SOFTWARE LICENSE

This FEELGOODNETWORKS RETAILER AGREEMENT (Agreement) is made and entered into as of the "Effective Date" stated on the face page of the Agreement, by and between CollegeGear.com, Inc., a Washington corporation doing business as FeelGoodNetworks (FGN) and the "Client" whose name appears under Client Information on the face page of the Agreement. FGN owns rights in the FGNStores Software and related web site technology which will allow client, to provide a web storefront on the Internet as more fully described below. Client desires to acquire from FGN, a license under those rights to use the FGNStores Software and obtain related services from FGN as more fully described below. For valuable consideration and mutual promises and covenants recited hereafter, FGN and Client agree as follows:

### 1. DEFINITIONS

- 1.1 "FGNStores Software" means the object code for Internet-based templates, other programs, and related documentation which will allow the client to create and operate a unique, e-commerce-enabled Internet site for a retail store (FGNStore). The FGNStores Software will allow client to create and operate a FGNStore where client can provide for on-line purchasing (e-commerce) of products and services. The FGNStores Software includes any upgrades or modifications made by or on behalf of FGN and FGNStore created by client.
- 1.2 "FGN Website" is the internet website at the URL designation of <http://www.collegegear.com>.
- 1.3 "FGN" is CollegeGear.com, Inc., a duly formed and registered Washington corporation.
- 1.4 "Client" is the proprietorship sole or legal entity identified under Client Information on the face page of the Agreement.
- 1.5 "Customer" is a person or legal entity that visits client's FGN Store on line whether or not such person or entity purchases goods or services from Client.
- 1.6 "Confidential Information" is information about the identity, address, email coordinates, goods or services preference or financial information of a Customer.
- 1.7 "Proprietary Information" is any software, code, website operations, FGN website appearance or method of conducting business by FGN.
- 1.8 "Fee" is the amount expressed as a percentage of all Client's gross sales less sales tax indicated in writing of the face page of the Agreement.

### 2. LICENSE GRANT

FGN grants to client a nonexclusive right to access, display and use the FGNStores Software specifically to create and operate a FGNStore on the FGN website for the benefit of client. This License will enable Client to solicit Customers to visit client's FGNStore, to view information and purchase products. Client's license is limited to these stated uses or as otherwise set forth in this Agreement and to the terms and conditions of any on-line documentation of the service provider for the FGNStores Software. In using the FGNStores Software, clients are not required to use any particular brand name. In order for FGN to host, maintain and support the client's FGNStore, the client grants to FGN a nonexclusive right to use, display and archive any information (including information and merchandise) that a client adds to client's FGNStore, including Customer information, merchandise tracking, orders and Customer communications.

### 3. OWNERSHIP AND RIGHTS

Except for the license granted above, neither this agreement nor client's use of the FGNStores Software conveys any right, title or interest in or to FGN software. The creator of that software is the exclusive owner of the FGNStores Software and all accompanying intellectual property rights.

### 4. HOSTING SERVICES

FGN agrees to maintain client's FGNStore on FGN's web servers for the term of this Agreement and to make maintenance and upgrade modifications to client's FGNStore from time to time as they become generally available to all FGNStore Software subscribers. As part of this service, FGN will provide to client a reasonably secure method of processing e-commerce transactions on client's FGNStore. As part of this service, FGN will make commercially reasonable efforts to make client's FGNStore available to Internet users at all times, to back-up client's FGNStore periodically, and to store these back-up materials in a safe and secure location.

### 5. TRAINING AND TECHNICAL SUPPORT

FGN shall provide to client initial and ongoing training and technical support to enable client to initiate and operate client's FGNStore. This training includes written instructions regarding the use of the FGNStores Software and access via telephone and e-mail to FGN support staff.

### 6. ADVERTISING AND PROMOTIONS FOR YOUR FGNSTORE

FGN will also provide to client marketing to help draw traffic to client's FGNStore. Under no circumstances shall Client redirect a Customer to or promote its direct website address, email, telephone number or website for any sales to Customers utilizing the FGNStore. Any other activity or communication that has the effect of redirecting FGN Stores' Customers to Client in order to avoid the payment of Fees payable under the terms of this Agreement shall be deemed a default and may, at the option of FGN, result in temporary termination of Client's site and services by FGN.

### 11. LIMITATION OF LIABILITY

Client alone is responsible for the content on client's FGNStore. Neither FGN, nor any other service provider for the FGNStores Software, will be responsible for monitoring the content of Client's FGNStore Web Site. Thus, neither FGN, nor any other service provider for the FGNStores Software, will be responsible for the content displayed on your FGNStore. In addition, FGN does not assure or guarantee that clients will achieve any level of success or performance on client's FGNStore or that Internet access will be provided without interruption. Thus, neither FGN, nor any other service provider for the FGNStores Software, will be liable for any damages or harm arising out of an interruption of access to client's FGNStore via the Internet. Neither FGN, nor any other service provider for the FGNStores Software, will be liable to client for any damages or harm arising out of this Agreement, including special, incidental, or consequential damages, arising from breach of warranty, breach of contract, negligence, strict liability on tort, or any other legal theory. FGN's maximum liability and that of any service provider for the FGNStores Software for any damages relating to any such claim shall be in the amount of the fees paid under this Agreement for the twelve (12) months prior to the date of Client's claim. Client shall procure and maintain general liability insurance and product liability insurance in an amount sufficient to cover harm or damage caused by Client's products to Customers.

### 12. INDEMNIFICATION

Each Party shall exonerate, indemnify, and hold the other harmless from and against all claims made against the other based upon, arising out of or in any way related to the conduct or actions of either of FGN or client. This shall include all fees (including attorneys' fees), costs, and other expenses incurred in the investigation of or any defense against any such claim. For example, if a claim is made for product liability from damage caused by the sale and use of Client's product(s) to a customer, Client shall exonerate FGN, hold FGN harmless from and indemnify FGN for any liability which may attach, including attorney fees and costs to defend such action.

**13. PRODUCTS, SERVICE, AND PRICING**

Client shall be entirely responsible for the accuracy, content, representations, product descriptions, product pricing and fulfillment obligations of client's FGN Store. All products and services shown for sale on client's FGNStore will be considered "in stock" and available to the customer. Client shall update its FGN Store promptly when its inventory, product descriptions, pricing or terms change. FGN shall not be liable or responsible for client's duties with respect to client's FGN Store unless FGN, Inc. undertakes such duties or obligations expressly in writing.

**14. SALES AND FEES**

Upon the completion of a customer sale, FGN shall transfer the order to client by email at the email address provided by client on the FGN Stores Retailer Contract. At the time FGN transfers the order to client, the Fee set forth on the FGN Stores Retailer Contract is earned by FGN shall be paid by client according to the provisions of Section 19.

**15. CUSTOMER INFORMATION**

FGN will provide confidential information to client which may include Customer name, address, product selection or financial information. Such information is deemed confidential and shall only be utilized to effectuate the transaction specifically authorized by client, deliver the requested goods, solicit more Customer business through FGN approved electronic solicitations and collect payment. A customer's information shall not be utilized in any other manner including, but not limited to, further solicitation of such customer without FGN approval, sale of customer's confidential information to third parties, advertising, direct mailings or e-mailings, monitoring of customer's purchasing activities or internet use or any other manner not specifically contemplated by customer's purchase and sale of goods through client's FGN Store. All solicitations to Customers shall be pre-approved by FGN.

**16. CUSTOMER SERVICE**

Client shall provide commercially reasonable customer service and respond to customer calls and e-mails. FGN will direct customer inquiries, service requirements, complaints and all other customer communications to client for service and resolution.

**17. EXCLUSIVITY**

FGN is engaged in the business of promoting the largest selection of officially licensed merchandise. No term of this contract, express or implied, shall be construed to convey to client an exclusive right to sell or offer specific merchandise unless such exclusivity is made by the express written consent of FGN.

**18. PAYMENT**

Upon execution of the FGN Stores Retailer Agreement, FGN will post a running account ledger that appears on the backend of the participant's storefront. This ledger may be accessed by client with an access code and password to assure privacy. FGN shall assess and Client agrees to pay the 'FEE' expressed as a percentage on the face page of the FGN Stores Retailer Contract. The amount of each sale and the Fee that is associated with the sale shall be posted at the time of sale. The fees may be increased by FGN at any time and such changes shall be effective after thirty days of posting the Notice of Fee Adjustment on Client's web site Welcome Page.

**Advance Payment.** Client may prepay its account with FGN. Client authorizes and FGN may deduct from Client's account balance sums equal to Fees that are earned by FGN as and when such Fees are earned. FGN shall maintain Client's account ledger current as transactions occurs. Regardless of payment method, FGN shall issue an invoice to Client indicating the sales activities of Client's FGN stores, applicable taxes, charge-backs and Fees assessed by FGN. For Advance Pay or Non-Stop Sales Participants, the invoice will be informational only as credits will be reflected.

**Non-Stop Sales Participant (Automatic Payment).** Client shall provide a Client does hereby authorized FGN to charge Client's credit card with any balance on Client's FGNStores account that reached the sum indicated on Client's Credit Card Authorization Form. FGN may debit Client's credit card when Client's account reaches the threshold level as determined by FGN in FGN's discretion.

**Payment Net Thirty Days.** In the event Client's FGNStores retailer Agreement authorizes payment on terms not to exceed thirty days, Client shall pay FGN invoices within thirty days of the date on the invoice. Default occurs on the 31st day after invoicing if the payment has not been received by FGN.

**Default in Payment.** Default in payment may result in temporary or permanent termination of clients FGN Store website. FGN may terminate this contract immediately if Client fails to pay FGN Fees in a timely manner in accordance with the FGNStores Retailer Agreement. FGN shall charge and client agrees to pay interest on invoiced amounts not paid by due date in the amount of one and one-half percent per month. Client shall pay a fee of \$50.00 for the restoration of its website. Interest shall accrue on any unpaid account balance after 30 days from invoicing.

**19. ADMINISTRATIVE BACKEND/FULFILLMENT**

All orders must be acknowledged to the FGN Stores Administrative Backend (Backend) within 72 business hours of receipt unless holidays or store closures permit this from happening. In addition, any change in order status must be recorded to the backend. Changes in order status include: cancellations, backorders, out of stock, and shipping information.

**20. ENTIRE AGREEMENT/ASSIGNMENT**

This Agreement represents the entire agreement by and between the parties concerning the matters described in this Agreement. The invalidity or unenforceability of any provision herein shall not impair the validity or enforceability of the obligations of any party. Client shall not assign, sublicense or otherwise transfer any of its rights under this Agreement or the license granted thereby without FGN's prior written consent.

**21. LAW**

This Agreement shall be governed by the laws of the State of Washington. The parties have each executed this Agreement effective as of the date above first written.

By signing below, I agree to the above TERMS, CONDITIONS AND SOFTWARE LICENSE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title