

# Relationship Toolshop® International Training Institute, LLC.

## BUSINESSBUSINESS PARTNER AGREEMENT

All RT Experts/Co-Authors must sign this agreement as an individual prior to receiving access to the RT Expert Training. If they contract with non-Toolshop® team members to provide services that could involve that Service Provider accessing or using any copyrighted , including the RTRT Expert Training, then both the RT Expert/Co-Author *and each* service provider must complete a *separate* form, filling in the information below, initialing each page and providing signatures at the end.

DATE: \_\_\_\_\_

Name of RT Expert: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (day) \_ (\_\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of outsourcing service provider (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (day) \_ (\_\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Role/Responsibility: \_\_\_\_\_

**THIS AGREEMENT** is executed on this date by and between the above named party/parties, referred to singularly as “RT Expert/Co-Author” and “Service Provider” or collectively as “RT Expert/Co-Author/Service Provider”) and Jody Johnston Pawel, LSW, CFLE, trademark, copyright and intellectual property author/owner, President, CEO, Relationship Toolshop® International Training Institute, LLC (RTITI), and owner of its subsidiary companies Parents Toolshop® Consulting, Ltd., Ambris Publishing, and all subsidiary niche-specific service divisions managed by RTITI Experts, with offices located at P.O. Box 343, Springboro, OH 45066. She will be referred to as “Author/IP-owner.”

Author/IP Owner and RT Expert/Co-Author agree to enter into a business partnership in accordance with the following terms:

### 1. Introduction: Business Partnership Agreement

1.1. The goal/mission of RTITI is to expand and scale the Toolshop® brand name and Universal Blueprint® (UB®) teachings into relationship type, relationship issue and country niches. To do so, it created the RT Expert/Co-Author business opportunity. RT Experts/Co-Authors are considered business partners with the IP Author/Owner who develop and manage a niche-specific Toolshop® subsidiary service division. Each partner has made a financial investment and time commitment to this relationship and each has certain responsibilities and privileges.

1.1.1. RTITI agrees to provide all the necessary training, guidance, support and tangible resource/service provision, such as website design, hosting, maintenance, shopping cart, secure content delivery systems, procedures for any tasks expected of the RT Experts/Co-Authors, Toolshop® content, and more. The financial investment the RT Expert/Co-Author makes is designed to cover these initial setup & training costs during the pre-launch phase. Annual shared hard cost monthly maintenance fees may also be incurred by the RT Expert/Co-Author, after 1 year or launch, whichever comes first or per S&P guidelines.

1.1.2. The RT Expert/Co-Author agrees to access, consume and use the training and resources RTITI provides to collaboratively co-author and co-create with the IP Owner/Author niche-specific Toolshop® branded resources and services that teach the proprietary UB® system, where it's appropriate and relevant for the intended audience. The minimum deliverables commitment the RT Experts/Co-Authors agree to co-create, to fulfill the business partnership agreement are niche-specific, Toolshop®-branded: customization of the website RTITI provides; free resource; book; coaching services; basic, intermediate, and advanced on-line training courses, free and advanced full-length off-line training programs; and direct service provider licensing program (this latter is only in the legacy phase). (Some of these products/resources may not be required if target market research determines the intended audience would not utilize them.) These programs/services shall include original niche-specific content from the RT Expert/Co-Author's knowledge and expertise as well as Toolshop® teachings, including the UB® system. Once the minimum launch requirements are met, per S&P manual guidelines, the RT Expert/Co-Author is responsible for marketing and growing their subsidiary RTITI business division, with the IP Owner/Author as his/her business partner.

1.1.3. Should either business partner fail to fulfill his/her respective commitments, significant loss of financial, time, and effort investments could result. This agreement spells out the business relationship of the IP Owner/Author and RT Expert/Co-Author. The S&P manual offers more details about the business relationship and consequences of either party not fulfilling their respective agreements. Additional guidelines are provided in the Expert training and other signed agreements for experts. These consequences may include but are not limited to compensation for early resignation of the RT Experts/Co-Authors, before launching their business or before their "legacy plan" (as defined in the S&P manual) is in place, since RTITI often invests more than the RT Experts/Co-Authors' fee covers and will need to start over after recruiting and training a new RT Expert/Co-Author for that niche.

## 2. Active Expert License and Authority.

2.1. RT Expert/Co-Author has and maintains his/her RT Expert certification license in "Active" status and in good standing with the Standards & Practices (S&P) Committee. (See S&P manual and IP Repurposing Agreement for details about terms of resignation or termination.)

### 2.2. Should the RT Expert/Co-Author contract with service providers to assist in any content development or management:

2.2.1. RT Expert/Co-Author will discuss the selection, reputation and goals of hiring/using said Service Provider with Author/IP Owner *before* selecting/hiring/using service provider or signing any contracts with the Service Provider for work on projects for RTITI or the RT Expert/Co-Author business partner. Since RT Expert/Co-Author and Author/IP Owner are business partners and the service provider could have access to confidential information, proprietary systems, secure platforms (i.e. Toolshop® owned website dashboards, leader training materials and procedures, etc.) the Author/IP Owner reserves the right to be involved in the selection and approval of RT Experts' outsourcing partners. Service Providers shall sign the RTITI NDA (Non-Disclosure Agreement), Expert IP repurposing agreement and this agreement.

2.2.2. RT Expert/Co-Author agrees to supervise the service provider to ensure compliance with the terms of all RTITI agreements and all U.S. copyright and trademark laws.

2.2.3. RT Expert/Co-Author accepts full responsibility for any actions of Service Providers related to assisting in the creation or management of Toolshop® content, whether original content by the Author/IP Owner or joint works created with the RT Expert/Co-author.

2.2.4. Should violations occur, both the RT Expert/Co-Author and Service Provider could be held liable or face legal action with financial penalties and revocation of the RT Expert/Co-Author's RTITI Leader license.

\_\_\_\_ RT Expert/Co-Authors Initials      IP Owner/Author's Initials       Service Provider's Initials \_\_\_\_

### 3. Professional Liability

- 3.1. **All RT Experts must be insured** on the RTITI professional liability group insurance policy, because they are running a Toolshop® business division (representing RTITI) and are sometimes paid directly, by RTITI, for direct services they provide, fee splits, etc.). (See previous section for terms of maintaining “Active” RT Leader status and the S&P “Yearly Hard Costs” section about the consequences of *not* maintaining “active” status or not being insured.)
- 3.2. **Should any claim of misconduct, malpractice, or other professional liability be raised**, RTITI and the Author/IP-owner shall support and defend RT Expert/Co-Author who is insured through the process(es) outlined in the Liability Insurance policy.

### 4. Ownership of Trademarks, Content and Systems

- 4.1. **Copyrights.** See the “Copyright” section of the S&P Manual and Expert IP Repurposing Agreement for details about copyright ownership during and after RT Expert/Co-Author involvement with RTITI as the IP Owner/Author as a business partner for a RTITI Niche Subsidiary Division.
- 4.2. **Trademarks:** The IP Owner/Author has registered the trademark names Toolshop® and Universal Blueprint®, which gives her ownership rights and authority to control how those brand names are used and represented by others. Great care has been made for over 25 years to build a positive brand recognition and reputation and the UB®, specifically, is a proprietary system not only unique to the Toolshop® brand, but such a system is quite unique worldwide in parent/relationship education curricula. This Unique Service Positioning (USP) and brand reputation is an valuable intangible asset RT Experts/Co-Authors are able to leverage to more quickly build a successful niche-specific Toolshop® service division. That also makes it vitally important for RT Experts/Co-Authors to protect them as carefully as the IP Owner/Author. Therefore:
  - 4.2.1. **Niche Branding** must include the most current RTITI logo and colors. (RT Experts/Co-Authors are consulted prior to branding updates and RTITI is responsible for providing these updated resources as branding changes are made.) RTITI niche-specific branding must be consistent with the main company branding, but not necessarily identical to it. Anything developed by a RT Expert/Co-Author, separate from what’s provided by RTITI (website branding, banner, logo, etc.) that are Toolshop®-related need to be pre-approved by the IP Owner/Author.
  - 4.2.2. RTITI reserves the exclusive right to use unregistered trademarks or to register any service and trademarks that convey the same branding message and unique teachings and terms in other languages.
- 4.3. **Websites.**
  - 4.3.1. RTITI owns all Toolshop® **content**, so it all needs to **reside** on a RTITI-owned website or service. This allows RTITI to not only control and manage its proprietary content, but allows RTITI to keep providing services and content even if a RT Expert /Co-Author resigns or retires later.
  - 4.3.2. RTITI shall own all **domain names** with “Toolshop” in the name or related to or used by a RTITI-owned business or subdivision.
  - 4.3.3. RTITI shall own all Toolshop® domains (or domains with whom RTITI shares licenses) *and host* the sites. This is for 2 reasons:
    - Trademark/copyright protection
    - To use/share our developer licenses with RT Experts.
  - 4.3.4. All Toolshop® websites must be **hosted** on the RTITI blog network and any other websites needed for services provided by or recommended by RTITI for RT Experts/Co-

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Authors (such as plug-ins or services that must be installed on separate domains or sub-domains) or other hosting plans owned and managed by RTITI. The RT Expert/Co-Author may get approval for their Service Providers to manage these sites per terms of Section 2.2 of this agreement. RTITI's choice of hosting services is based on finding a provider who can support a blog *network and* provide the fastest loading time, among other considerations. The RTITI webmaster shall advise RTITI on this decision. Changes involve moving the entire network to another server and purchasing a new dedicated IP server, so RTITI tries to keep such changes to a minimum and only if there are problems with the current provider.

- 4.3.5. **Logins:** The RT Expert/Co-Author and IP Owner/Author agree to maintain a master password sheet that provides both business partners with all links and log-ins to any programs, services or websites used for the RTITI subdivision's business. RTITI Owner/Author shall have administrator privileges for these accounts. These may include but are not limited to: social media accounts, etc.
- 4.3.6. All Toolshop® business accounts needed by the RT Expert/Co-Author for conducting or marketing his/her business (i.e., Toolshop® Facebook fan pages) shall also be opened in the name of the IP Owner/Author (primary) and RT Expert/Co-Author (secondary). If this isn't possible or the RT Expert/Co-Author is using an existing account, that account must be tied to or associated with the IP Owner/Author's primary accounts and provide her with administrative privileges. This way, should the RT Expert/Co-author resign, the site can be maintained and services can still be provided to the members/clients.
- 4.3.7. RTITI reserves the right to choose the **plug-ins** used on RT Expert/Co-Author websites it provides or third-party services the RT Expert/Co-Author uses *for* their Toolshop® business. This is because:
- The RTITI scalability model requires RTITI to choose resources for which developer licenses are available, so it can share or provide resources and cut additional costs for RT Experts/Co-Authors.
  - To have continuity in what RTITI provides to RT Experts/Co-Authors and their out-sourcing Service Providers, such as universal tutorials, guidelines and support.
- 4.3.8. If a RT Expert/Co-Author wants to use a plug-in or **third party service** other than what RTITI provides, it must be pre-approved.
- 4.3.8.1. **Plug-ins** may conflict with existing plug-ins provided by RTITI and break the RT Expert/Co-Author's site. Testing on a staging site must be done by the RTITI webmaster prior to acceptance and installation on a Toolshop®-owned site. The RT Expert/Co-Author shall be responsible for any fees related to this testing and installation phase.
- 4.3.8.2. If the RT Expert/Co-Author wishes to use **third-party services** that would require Toolshop® content to reside on non-Toolshop® websites, then the following terms must be met:
- 4.3.8.2.1. The IP Owner/Author pre-approves of the use of the service.
- 4.3.8.2.2. If the RT Expert/Co-Author is the only RT Expert using the service, the service shall be purchased by that RT Expert/Co-Author, who will also maintain any renewal fees and agreements.
- 4.3.8.2.2.1. Should the IP Owner/Author or other RT Expert/Co-Authors want to use the service and sub-accounts are an option, RTITI will consider splitting the cost of the service among the RT Experts/Co-Authors using the service.
- 4.3.8.2.3. The service shall be purchased and registered in RTITI's name and RTITI IP Owner/Author shall have administrator privileges. The RT Expert/Co-Author and his/her Service Provider may have a separate user account that does *not* have administrator privileges. If administrative privileges are required, the RT Expert/Co-Author agrees not to change passwords or account

details that would prohibit the IP Owner/Author or RTITI Service Providers from accessing/using the account. If a password change is prompted by the third-party provider, the RT Expert/Co-Author or his/her Service Provider agrees to get prior permission or immediately notify the IP Owner/Author business partner that such a change was needed.

## 5. Trade Secrets - Proprietary Information.

- 5.1. **Proprietary Information.** The parties agree that during the term of this Agreement and thereafter to take all steps reasonably necessary to protect each other's Proprietary Information in trust and confidence. By way of illustration but not limitation "Proprietary Information" includes (a) trade secrets, ideas, and other works of authorship; and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers that a signed RTITI Non-Disclosure Agreement does not cover.
- 5.2. **Proprietary Information especially includes any Toolshop®-unique teachings, especially the UB® system, including each of its individual parts.**
- 5.2.1. At no time, during or after the RT Expert/Co-Author's Active status as a RT Expert, will the RT Expert/Co-Author share, use or refer to these proprietary systems and content or any of their parts without properly citing the original creator/author (per the RT Expert IP Repurposing Agreement, which requires citations for any Toolshop®/UB® teachings or terms).
- 5.2.2. RT Expert/Co-Author also agrees at no time, ever, to teach, use, include, any part of the UB® system or reverse-engineer any part or the whole system for the purpose of building a non-Toolshop®-branded business that could potentially compete with the IP Owner/Author, RTITI or any other Toolshop®-branded business and agrees to uphold all intellectual property protection laws related to such for the life of the RT Expert/Co-Author, even after said RT Leader status has ended.
- 5.2.3. Under no circumstances will a current or former RT Expert/Co-Author take anything they have learned or co-created from Toolshop® teachings, especially the UB® system and create a private business or new products/services that repurpose, reuse, rebrand or otherwise compromise the integrity of the IP Owner/Author's IP/Copyrights/Trademarks. This includes creating a business, website, branding (logos, taglines, etc.) that seems to imitate or resemble any Toolshop® teachings, branding, etc. This includes branding or names that imply they have a "plan," "system," "formula," or methodology that offers a similar process as what the UB® does. This would be a trademark violation, as the legal standard for infractions is that the other person/company's branding is "confusingly similar" to the original brand. It would also be a copyright violation, since Toolshop® teachings and the UB®, specifically, are expressed in a unique way, using terms and concepts that are not found elsewhere (i.e. 3 questions, 5 PASRR steps, D.I.P., F-A-X Listening, etc.). These terms uphold the introductory agreements in the NDA and S&P Manual's "non-competition" clause.
- 5.3. **Third Party Information.** In accordance with the RT NDA (Non-Disclosure Agreement), signed upon application for RT Leader certification, each International RT Experts/Co-Authors agree to uphold these terms even if RTITI or the IP Owner/Author have not officially registered the Toolshop® or Universal Blueprint® brand names in their country. Each party understands that the other party has received and/or will in the future receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on each party's part to maintain the confidentiality of such information and use it only for certain limited purposes. (This is especially true of the RT Expert training.) Both parties agree to hold Third Party Information in confidence and not to disclose to anyone or use Third Party Information unless expressly authorized in writing or as specified in this agreement or the NDA.

\_\_\_\_ RT Expert/Co-Authors Initials      IP Owner/Author's Initials       Service Provider's Initials \_\_\_\_

## 6. Terms of the Agreement

- 6.1. **This agreement shall commence** upon the signing of this agreement between the RT Expert/Co-Author and/or Service Provider and Author/IP-owner and shall last as long as the RT Expert/Co-Author retains Active RT Leader status.
- 6.2. **This Agreement may be modified or amended** if the amendment is made in writing and is signed by both parties.
- 6.3. **Anywhere differences occur** between this signed agreement and the S&P Manual, the latter is considered to be the most accurate, recent, and enforceable terms and guidelines. Anywhere the S&P Manual or the RT Expert training differ, the RT Expert training is considered to be the most updated and recent source of IP repurposing guidelines.
- 6.3.1. RTITI shall notify the RT Expert/Co-Author of any changes made to updated agreements and request their confirmation of review and acceptance of the new/updated terms.
- 6.3.2. RT Expert/Co-Author shall submit reports per S&P Manual terms and in that report shall indicate knowledge of and agreement to compliance with the most recent S&P Manual's policies and signed agreements. That indicator shall serve as agreement to the S&P Manual or any new, updated information provided in the Expert Training related to IP repurposing guidelines as taking precedence over guidelines in this agreement. Since those resources are being constantly updated, this stipulation will prevent resigning new versions of this agreement every time any change is made to the master agreement.
- 6.3.3. It is the RT Expert/Co-Author's responsibility to access any updates to these agreements and guidelines (including, but not limited to, this and other RT Expert/Leader agreements, the S&P manual, and the RT Expert training) as they are provided, respond to all requests confirming receipt of said updates, and submit their reports on time, indicating knowledge and understanding of and agreement to comply with these guidelines.
- 6.4. **Unless otherwise terminated as set forth in this Agreement**, notwithstanding the foregoing, either party may terminate this Agreement upon thirty(30)-days written notice, with all rights to copyrights/royalties reverting to Author/IP-owner unless otherwise specified in the S&P guidelines and/or agreed to in writing.
- 6.5. **All notices related to termination or other problems** must be sent to the other party by registered mail or other equivalent method requiring proof of delivery. Read receipts on emails shall be considered acceptable forms of delivery verification. Each party is responsible for providing updated addresses to the other party and agrees to acknowledge any read receipts or sign for any signature-required deliveries sent to them by the other party. If said notice of termination is verifiably delivered to the address provided by either party, respectively, the Agreement is considered terminated per the conditions stated above.

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## 7. Miscellaneous

- 7.1. Should any term(s), condition, or provision of this Agreement, or the application thereof to any person or circumstances, be deemed invalid or unenforceable due to any application, law, regulation, ordinance, or decision of a court of competent jurisdiction, the term(s), condition, or provision shall not nullify or void the remaining terms of this Agreement, which shall remain valid and enforceable to the fullest extent permitted by law.
- 7.2. Failure of either party to complain *directly* to the other party of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights or responsibilities under this Agreement.

\_\_\_\_ RT Expert/Co-Authors Initials      IP Owner/Author's Initials       Service Provider's Initials \_\_\_\_

- 7.3. No waiver by any party at any time, express or implied, of any breach of any one provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any such subsequent breach of the same or any other provision.
- 7.4. The parties agree that any claim, dispute, or other difference between them shall be resolved as follows:
- 7.4.1. First attempts shall be between the two parties using *direct* communication. This shall be done face-to-face in person or via electronic means or phone communication if that's not possible. This conversation may be recorded with the permission of both parties and written communication may follow this conversation, to document facts and agreements to solutions, but *exclusively* using written communication (i.e., letters, emails, texts, etc.) or talking to *someone other than the business partner* can cause miscommunication, misunderstandings, and new or bigger problems, so it is therefore prohibited.
- 7.4.2. If unresolved, one or both parties (depending on the issue) will meet with the RTITI S&P Committee for review and advice. The committee shall attempt to mediate the issue individually or in a joint meeting of the business partners and S&P committee, since this is one of their primary responsibilities.
- 7.4.3. If still unresolved, either party may seek non-binding mediation pursuant to the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to attorney's fees and costs incurred in connection with the enforcement of the terms and conditions hereof.
- 7.5. This Agreement will be governed and construed in accordance with the laws of the State of Ohio, USA. The parties hereby expressly consent to the personal jurisdiction of the state and federal courts located in the State of Ohio for any lawsuit filed arising from or related to this Agreement. RT Expert/Co-Author or Service Provider agrees to encumber all his/her own travel expenses to Ohio plus food and hotel expenses necessary to the lawsuit. Should the IP Owner/Author be required to travel outside Ohio to pursue, defend or appear at any legal proceeding involving the RT Expert/Co-Author, the RT Expert/Co-Author shall cover all travel (including food and lodging) and legal expenses necessary to the lawsuit.
- 7.6. This document contains the entire Agreement between the parties and supersedes any prior agreements, whether oral or written. Any changes to this Agreement must be in writing and signed by both parties to be effective. The only variances in the signed agreement are those stated in item 65.3,, the most recent S&P Manual and current RT Expert training guidelines.

SIGNATURES OF PARTIES TO THIS IP REPURPOSING AGREEMENT

  
 IP Owner/Author Signature

Jody Johnston Pawel, LSW, CFLE  
 IP Owner/Author Name (Typed)

(see first page)  
 (Date)

\_\_\_\_\_  
 RT Expert/Co-Author Signature

\_\_\_\_\_  
 RT Expert/Co-Author Name (typed)

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 (Date)

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 Service Provider Signature

\_\_\_\_\_  
 Service Provider Name (Typed)

\_\_\_\_\_  
 (Date)

\_\_\_\_ RT Expert/Co-Authors Initials      IP Owner/Author's Initials       Service Provider's Initials \_\_\_\_