

GOVERNMENT TRAINING INSTITUTE, INC.
ATP TRADE AGREEMENT- *VENDOR*

AGREEMENT FOR THE BARTER OF ASSETS AND PRODUCTS/ SERVICES

This Agreement made and entered into this day _____, _____ by and between

GOVERNMENT TRAINING INSTITUTE, INC , a corporation duly organized and existing under the laws of Idaho, having its principal office at 1321 Technology Drive, Barnwell, SC 29812 (hereinafter referred to as "GTI"), and

(_____), an company duly organized and existing under the laws of (_____), having its principal office at _____, (hereinafter referred to as the "Vendor")

WITNESSETH:

WHEREAS, GTI desires to enter into an arrangement with Vendor under which GTI agrees to sell for Vendor the Negotiated Products or Services; and

WHEREAS, Vendor desires to enter into an arrangement with GTI under which Vendor agrees to provide products to qualified Agencies through the GTI ATP Program.

NOW THEREFORE, GTI and Vendor agree as follows;

SECTION 1. PURPOSE

1.1 The parties hereto agree to use the GTI ATP Program to supply products to participating Agencies. Agency traded assets provide value purchase of those GTI appraised assets. GTI will sell those Assets to provide monies for payment to Vendor on behalf of participating Agency.

1.2 The parties furthermore agree that the mutual sale, purchase and trade of negotiated Assets are to provide an exclusive benefit of the purchase of negotiated products from the Vendor.

SECTION 2.

2.1 Vendor will provide to GTI a dealer/ distributor agreement for negotiated vendor/ agency transactions for use in the ATP Program.

2.2 Each purchase will be negotiated to fill the need for the Agency.

2.3 GTI will abide by Vendor Dealer rules for each transaction. All original warranties would apply to all products.

2.4 Vendor dealer agreement will dictate transaction protocols with Agency and along with this document and the GTI ATP Worksheet completes the entire agreement.

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2.5 GTI will provide a Purchase Order as a dealer for each negotiated sale.

2.6 GTI ATP Worksheet will guide the transaction. It outlines Agency desired products and Vendor will deliver products that match the specifications therein.

2.7 GTI will facilitate complete transaction management.

2.8 Once an agreement for an asset exchange is contracted with the agency; a vendor may not change, modify or alter pricing or product in an effort to sell direct to the agency.

SECTION 3. Termination

3.1 This Agreement shall remain in effect for the period starting with the signature of both parties until the mutual obligations herein have been completed.

3.2 This Agreement is subject to all applicable laws, ordinances, licenses and authorizations to the satisfaction of the parties.

3.3 The Agreement may be terminated by mutual agreement in writing of the parties.

3.4 Upon termination of the Agreement, neither party shall be discharged from any antecedent obligations or liabilities to the other party under the Agreement unless otherwise agreed in writing by the parties.

SECTION 4. Miscellaneous

4.1 No claim or right of either party under this Agreement shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by such party.

4.2 If any one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and in such case the parties hereto oblige themselves to reach the intended purpose of the invalid provision by a new, valid and legal stipulation.

4.3 Unless otherwise agreed by the parties, all notices, invoices and communications under this Agreement shall be sent to the parties at the supplied email addresses set forth in the applicable GTI ATP Worksheet. Where circumstances require, notice may be sent by registered mail, facsimile or email.

4.4 This Agreement and the GTI ATP Worksheet constitutes the entire agreement between the parties, all prior representations having been merged herein, and may not be modified except by written consent signed by a duly authorized representatives of both parties.

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IN WITNESS WHEREOF, the parties through their authorized representatives have executed the Agreement as of the date first above written.

GTI:

Vendor:

Name _____

Name _____

Title _____

Title _____

By; _____

By; _____