

## **MATERIAL DEFINITIVE AGREEMENT**

### **BETWEEN TRITON DISTRIBUTION SYSTEMS, INC. AND PRIVILEGED WORLD TRAVEL CLUB, INC.**

THIS MATERIAL DEFINITIVE AGREEMENT (hereafter, the “Agreement”) is made and entered into this 1<sup>st</sup> day of February 2014, by and between TRITON DISTRIBUTIONS SYSTEMS, INC. (hereafter, “Triton”) organized under the laws of the State of Colorado, having its principal office at 105 Barbaree Way, Tiburon, CA 94920 (referred to in this Agreement as the “TRITON”) and PRIVILEGED WORLD TRAVEL CLUB, INC., organized under the laws of the State of Delaware, having a principal office located at 1 Blackfield Drive Belvedere Tiburon, CA 94920 (Referred to in this Agreement as the “PRIVILEGED”). Both TRITON and PRIVILEGED may be individually referred to as a “Party” or collectively as the “Parties.”

#### **RECITALS**

WHEREAS, TRITON has developed and owns outright, without competing claim of ownership or encumbrances on title, certain intellectual properties that include, without limitation, trade secrets, trademarks, source code, and patents and applications for same, regarding software and source code more completely described in *Exhibit A* attached hereto and incorporated herein by reference (and as is more fully defined below as the “Technology”);

WHEREAS, TRITON has the exclusive rights of ownership over the Technology and has not previously licensed or conveyed to any third party any interest in any part of the Technology;

WHEREAS, TRITON is a publicly traded company whose common stock is traded on the OTC Markets under the trading symbol: “TTDZ”. TRITON is not a reporting company under the Securities and Exchange Act, but does maintain informational and financial disclosures on the OTC Markets Internet site. TRITON’S most recent filing was for the quarter ended September 30, 2013 (as amended). TRITON’S informational and financial disclosures including its exact name, the address of TRITON’S principal executive offices; TRITON’S state of incorporation; The exact title and class of TRITON’S securities; The par or stated value of the securities; The number of shares outstanding as of the end of TRITON’S most recent fiscal year; The name and address of TRITON’S transfer agent; The nature of TRITON’S business; The nature of TRITON’S products or services offered; The nature and extent of TRITON’S facilities; The name of TRITON’S Chief Executive Officer and of the members of TRITON’S Board of Directors; TRITON’S most recent balance sheet; profit and loss statement; and retained earnings statement; and, similar financial information for that part of the preceding fiscal years that TRITON or its predecessor has been in existence are available publicly on the OTC Markets Internet site;

WHEREAS, PRIVILEGED is a corporation duly organized and operating in good standing under the laws of the State of Delaware. PRIVILEGED is a “reporting

company” under the Securities and Exchange Act that is obligated to file periodic reports with the U.S. Securities and Exchange Commission (“SEC”). PRIVILEGED is current with its filings to the SEC;

WHEREAS, PRIVILEGED is desirous of acquiring the entire business of TRITON, including, but not limited to the legal and perpetual right, title and interest in, to and under the Technology that TRITON has heretofore made, or may hereafter make, and such patents, trademarks, trade secrets or other associated intellectual property as have been or may hereafter be granted thereof in the United States of America and worldwide, and PRIVILEGED is also agreeable to acquiring, along with the foregoing, the outstanding debts of TRITON as represented in TRITON’S last financial filing with the OTC Market for the quarter ending September 30, 2013 (as amended), all on the terms provided for herein;

NOW THEREFORE, in consideration of the foregoing Recitals, which shall be deemed to be a substantial part of this Agreement, and the mutual covenants, agreements, representations and warranties hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

#### DEFINITIONS

“*Technology*” means the software, source code, software design, software content, custom software, and open source software, including all physical components and associated documentation, including all written, printed, electronic or other format materials published or otherwise made available by TRITON, along with all user, operator, system administration, technical support and all other manuals that describe the functional, operational or performance capabilities of the software programs included in *Exhibit A* attached hereto and incorporate herein by reference and that refer, without limitation, to: ReservationExpert™, Red Dragon Express™, and Triton’s Triton Twist™.

#### SCOPE OF THIS AGREEMENT

This Agreement defines the terms and conditions under which TRITON will sell, and PRIVILEGED will buy, the Technology and the debts associated with the Technology and TRITON’S business, along with any duties TRITON has to further assist PRIVILEGED after the transaction closes, with design, development, integration, delivery, installation and support for the Technology.

It is the intention of the Parties by virtue of this Agreement, to affect PRIVILEGED’S purchase all of the assets and assume all liabilities and obligations of Triton, including any and all outstanding debts, notes, contracts, and other obligations of Triton (Attached hereto as *Exhibit B*, and incorporated herein by reference), and that TRITON shall not be liable in any way for any debt or obligation of TRITON, whether known or unknown, disclosed or undisclosed, including but not limited to any note, debt, or liability due as of the date of the Closing.

ARTICLE I  
TRANSFER OF THE TECHNOLOGY AND BUSINESS FROM TRITON TO  
PRIVILEGED

Section 1.1 **Exclusive Grant of Ownership Over the Technology.** Subject to the provisions of this Agreement, including the payment of all consideration by PRIVILEGED, TRITON conveys to PRIVILEGED the complete and perpetual worldwide ownership rights, free and clear of any adverse claim, claim of ownership, claim of interest as a work for hire, encumbrance or any adverse claim of pre-existing license in whole or in part, all of the Technology as defined herein and is more further included in *Exhibit A* attached hereto and incorporated herein by reference as though fully set out. In selling the Technology to PRIVILEGED, TRITON also specifically includes in the sale all parts, sub-systems, or derivatives thereof in whatever form, including, without limitation: source code, object code, microcode and mask works, including any computer programs and documentation relating to or describing such software, such as but not limited to logic manuals and flow charts and instructions for use of the software and all formulations and theories upon which the software is based.

Section 1.2 **Transfer of Existing Patent, Copyright, and Trademark Interests.** With the transfer of the Technology provided for in this Agreement, TRITON also transfers to PRIVILEGED any and all existing Patents, Trademarks, Copyrights, Trade Secrets, or any other intellectual property rights, express or implied, in the Technology, along with all applications for same.

Section 1.3 **Transfer of Improvements.** TRITON agrees to provide to PRIVILEGED any and all technological research and development related to the Technology, including economies of scale and greater efficiencies developed by TRITON, along with all technological changes and other developments affecting the Technology.

Section 1.4 **Transfer of Data Maps.** TRITON shall provide current data dictionaries and maps to PRIVILEGED concerning the Technology so that all data managed by the Technology can be readily located, searched, extracted, and exported in whole or in part by PRIVILEGED.

Section 1.5 **Transfer and Acquisition of Debt by PRIVILEGED.** At the Closing, TRITON shall provide PRIVILEGED with a full and complete list of TRITON'S outstanding debts related to its business (Attached hereto as *Exhibit B*, and incorporated herein by reference), and PRIVILEGED shall assume those debts and agree to hold TRITON, and its officers, directors, shareholders and board members as the case may be, including TRITON'S agents, employees, representatives, insurance carriers, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives, insurance carriers, and attorneys of such divisions, subsidiaries, and affiliates), and their predecessors, successors, heirs, executors, administrators, and assigns, and all persons acting by, through, under, or in concert with any of them (collectively "Releasees"), free of and from any and all claims, actions, causes of action, suits, debts, charges, complaints, claims, liabilities,

obligations, promises, agreements, controversies, damages, and expenses (including attorney fees and costs actually incurred), of any nature whatsoever, known or unknown, in law or equity, arising out of TRITON debts.

Section 1.5(a) PRIVILEGED and TRITON agree to work together in good faith to facilitate any other actions reasonable and necessary in order to convey TRITON'S debt to PRIVILEGED, and to facilitate PRIVILEGED'S acquisition of it. This covenant shall survive the Closing of this Agreement for a period of two (2) years.

Section 1.6 **Purchase Price.** At the Closing, as is more fully discussed below, PRIVILEGED shall deliver to TRITON a total of 4,062,500 shares of restricted common stock from PRIVILEGED to TRITON (the "Purchase Price"), or in the name or names designated by TRITON in writing to PRIVILEGED.

## ARTICLE II THE CLOSING

Section 2.1 **The Closing.** Subject to the satisfaction (or waiver) of the conditions set forth below, the Closing of the sale to PRIVILEGED shall take place on or before February 21, 2014 (or on such later date as is mutually agreed upon by the Parties) (the "Closing Date"), at the office of Mailander Law Office, Inc., 835 5th Avenue, Ste. 312, San Diego, California, 92101, or at such other place as is mutually agreed upon by the Parties. At the Closing, TRITON shall deliver any and all related documents to effectuate the total legal conveyance of the Technology to PRIVILEGED, along with a complete accounting of TRITON'S business debts as represented in TRITON'S quarterly report to the OTC Markets for the period ending September 30, 2013 (as amended). TRITON will provide to PRIVILEGED such information as is necessary for the issuance of PRIVILEGED consideration shares to TRITON and/or its designee, and PRIVILEGED shall, within ten (10) business days of the Closing, issue Restricted Common Stock to TRITON in an amount of 4,062,500 shares that, when delivered, shall be fully paid and non-assessable.

## ARTICLE III REPRESENTATIONS OF PRIVILEGED AND TRITON.

Section 3.1 **Representations of PRIVILEGED.** PRIVILEGED represents as follows:

3.1(a) PRIVILEGED is duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to conduct its business as a foreign corporation in each jurisdiction where the failure to be so qualified would have a material adverse effect on it. PRIVILEGED also represents that is a Reporting Company under the 1933 Securities and Exchange Act, whose audited financial reporting and informational disclosures are current and publicly available on the Internet Web Site of the Securities and Exchange Commission. PRIVILEGED represents that to the best of its knowledge, it is not now the subject of any regulatory

or legal action that would affect the issuance of the consideration restricted stock hereunder and when that stock is issued, it shall be fully paid and non-assessable.

3.1(b) **No Other Outstanding Shares of Preferred Stock.** PRIVILEGED represents and warrants, as of the date of closing, (i) that there are 2,000,000,000 shares of common stock authorized; 1,743,695,597 shares of common stock issued and outstanding; and 1,531,010,602 shares of freely tradable common stock (public float); and, (ii) that other than the shares of preferred stock being transferred pursuant to this Agreement as outlined in the Recitals to this Agreement, there are no other shares of preferred stock outstanding as of the date of this Agreement.

3.1(c) PRIVILEGED has all requisite power and authority (corporate or otherwise) to execute, deliver, and perform its obligations under this Agreement, and the execution, delivery of this Agreement and PRIVILEGED's performance under the Agreement, has been duly authorized by all requisite action on the part of PRIVILEGED and, when executed and delivered by PRIVILEGED, shall constitute the valid and binding obligation of PRIVILEGED, enforceable against PRIVILEGED in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.1(d) The shares of Privileged World Travel Club, Inc. restricted Common Stock have been duly authorized and, when conveyed by PRIVILEGED to TRITON at the Closing, all in accordance with the terms of the Agreement, will be duly and validly issued, fully paid, and non-assessable, free and clear of all liens.

3.1(e) There are no proceedings that are pending for, and PRIVILEGED is unaware of, any basis for the institution of any proceedings leading to PRIVILEGED's respective dissolution or winding up, or the placing of PRIVILEGED in bankruptcy or subject to any other laws governing the affairs of insolvent companies or persons.

**Section 3.2 Representations of TRITON.** TRITON represents as follows:

3.2(a) TRITON owns complete and unencumbered control of all patents, copyrights, circuit layouts, mask works, trade secrets, and all other proprietary rights in or related to the Technology and are the exclusive property of TRITON, whether or not specifically recognized or perfected under the laws of the jurisdiction where the Technology is used.

3.2(b) TRITON has all requisite power and authority (corporate or otherwise) to execute, deliver, and perform its obligations under the Agreement, and the execution, delivery, and performance by TRITON of its obligations under the Agreement has been duly authorized by all requisite action on the part of TRITON

and the Agreement, when executed and delivered by TRITON, shall constitute the valid and binding obligation of TRITON, enforceable against TRITON in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.2(c) Investment Representations. TRITON acknowledges that it is fully apprised and informed of PRIVILEGED's status as a corporation formed and operating under the laws of the State of Delaware. Further, TRITON acknowledges being informed that PRIVILEGED is a "Reporting Company" under Sections 13 and 15d of the 1933 Securities and Exchange Act, and is therefore obligated to file certain audited financial statements and informational reports and periodic filings with the U.S. Securities and Exchange Commission. TRITON acknowledges having had full and fair opportunity to review PRIVILEGED's informational and audited financial disclosures on the Internet web site of the Securities and Exchange Commission, and to the extent TRITON found it prudent and reasonable, had a full and fair opportunity to meet and confer with its own legal, financial and tax consultants and advisors regarding the Agreement. TRITON acknowledges having obtained certain information from PRIVILEGED, including, but not limited to: PRIVILEGED's exact name, its business address and contact information, its state of incorporation, the exact title and class of its securities, the par value for those securities, the total number of outstanding shares, the name and address of PRIVILEGED's transfer agent, the nature of PRIVILEGED's business, the nature and extent of PRIVILEGED's facilities, the names of PRIVILEGED's chief executive officers and board of directors and PRIVILEGED's most recent audited balance sheet, profit and loss statement and any retained earnings statement.

3.2(d) With respect to the shares of PRIVILEGED common restricted stock acquired by TRITON, TRITON acknowledges that PRIVILEGED common restricted stock have not been registered under the Securities Act of 1933, and accordingly are "Restricted Securities" within the meaning of Rule 144 of the Act, as that term is defined in Title 17 Part 230.144 of the Federal Code of Regulations. As such, the Restricted Securities may not be resold or transferred unless PRIVILEGED registers them, or has received an opinion of counsel reasonably satisfactory to PRIVILEGED that such resale or transfer is exempt from the registration requirements of that Act. TRITON acknowledges that no public market exists for PRIVILEGED common restricted stock acquired in this Agreement. TRITON understands that no assurance can be given that such a trading market will develop at any time, or, if so developed, that it will continue.

3.2(e) TRITON is acquiring PRIVILEGED common restricted stock for its own account, and not with a view towards a public distribution of those shares as an underwriter for PRIVILEGED, or any Affiliate of PRIVILEGED. TRITON acknowledges that it may choose to distribute PRIVILEGED common restricted stock to its shareholders as a dividend. TRITON acknowledges that it is not acquiring PRIVILEGED common restricted stock as the result of any advertisement or solicitation, including any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the

offer, sale and purchase, from either PRIVILEGED regarding its investment in PRIVILEGED common restricted stock acquired by virtue of this Agreement. PRIVILEGED common restricted stock to be acquired by TRITON hereunder will be purchased for investment purposes and for TRITON's or TRITON's assignees own account, not as a nominee or agent, and not with a view to the public resale or distribution thereof within the meaning of the Securities Act, and TRITON has no present intention of selling or otherwise distributing such PRIVILEGED common restricted stock.

3.2(f) TRITON has received or has had full access to all the information TRITON considers necessary or appropriate to make an informed investment decision with respect to PRIVILEGED common restricted stock to be acquired by TRITON as a result of this Agreement. TRITON further has had an opportunity to ask questions of and receive answers from the management of PRIVILEGED regarding PRIVILEGED common restricted stock, and to obtain additional information necessary to verify any information furnished to TRITON or to which TRITON had access. Further, TRITON has undertaken its own review of the business of PRIVILEGED and the wisdom of an investment in PRIVILEGED common restricted stock. TRITON has had the opportunity to review all of the books, records and all SEC filings of PRIVILEGED, including all of PRIVILEGED audited financial statements, financial disclosures and risk factors that PRIVILEGED has published concerning its operations as a Reporting, fully reporting SEC Act company. TRITON acknowledges being knowledgeable about development stage companies and the risk factors associated with such companies. TRITON understands that the acquisition of PRIVILEGED common restricted stock involves substantial risk. TRITON has experience as an investor in securities of private companies and companies in the development stage and acknowledges that TRITON is able to fend for itself, can bear the economic risk of TRITON's investment in PRIVILEGED common restricted stock and has such knowledge and experience in financial or business matters that TRITON is capable of evaluating the merits and risks of this investment in PRIVILEGED common restricted stock and protecting its own interests in connection with this investment.

3.2(g) TRITON represents that it is familiar with the requirements of Rule 144 of the Securities Act, as presently in effect, and understands the resale limitations imposed thereby. TRITON understands that PRIVILEGED is under no obligation to register any of the shares of PRIVILEGED common restricted stock acquired hereunder. TRITON understands that no public market now exists for PRIVILEGED common restricted stock and that it is uncertain whether a public market will ever exist. Without in any way limiting the representations set forth above, TRITON further agrees not to make any disposition of all or any portion of the shares of PRIVILEGED common restricted stock, except in compliance with applicable securities laws.

3.2(h) It is understood that the certificates evidencing the shares of PRIVILEGED common restricted stock will bear a legend substantially in the form set forth below.

**THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR**

UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PRIVILEGEDS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

3.2(i) TRITON and PRIVILEGED understand, acknowledge, and agree that following the Closing, TRITON shall own 4,062,500 shares of PRIVILEGED common stock (the "Privileged Shares"), and that it is the intent of TRITON to distribute the Privileged Shares to the shareholders of TRITON. If counsel to TRITON determines, based on applicable rules and regulations, that a registration statement is required be filed to cover the distribution transaction, PRIVILEGED agrees, as a to file a registration statement to register the distribution of the Privileged Shares to the TRITON shareholders, and to take all steps necessary to have such registration statement declared effective. TRITON and PRIVILEGED agree that TRITON shall be responsible for all costs of the registration statement, including but not limited to filing fees, legal fees, and other fees and costs associated with the preparation and filing of the registration statement, and PRIVILEGED agrees to engage its auditor to review and take other steps necessary in connection with the filing of the registration statement and working to have it declared effective.

3.2(j) TRITON hereby agrees to indemnify and defend (with counsel acceptable to PRIVILEGED) PRIVILEGED and its officers, directors, employees, agents, attorneys and affiliates and hold them harmless from and against any and all liability, loss, damage, cost, or expense, including costs and reasonable attorneys' fees, incurred on account of or arising from: (i) any breach of or inaccuracy in any of TRITON's representations, warranties, or agreements made herein, in any Agreement, or in any document or instrument contemplated hereby or thereby; and (ii) any action, suit, or proceeding based on a claim that TRITON's representations, warranties or agreements made herein, in any Agreement, or in any document or instrument contemplated hereby or thereby, were inaccurate or misleading, or otherwise cause for obtaining damages or redress from PRIVILEGED or any current or former officer, director, employee, agent or affiliate of PRIVILEGED.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 Survival of Warranties. The representations, warranties and covenants of TRITON and PRIVILEGED contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and each Closing.

4.2 Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, executors, administrators and legal representatives.

4.3 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the County of San Diego, California, for the adjudication of any dispute hereunder or in connection herewith, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such Party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

4.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or other electronic means (including, without limitation, as a .pdf or .tif file), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

4.5 Titles and Headings. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

4.6 Notices. Any and all notices required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed to provide such Party sufficient notice under this Agreement on the earliest of the following: (i) at the time of personal delivery, if delivery is in person; (ii) one business day after deposit with an express overnight courier for deliveries within the United States, or three business days after such deposit for international deliveries with an international express courier, with proof of delivery from the courier requested; or (iii) three business days after deposit in the United States mail by certified mail (return receipt requested) for United States deliveries. All notices for international delivery will be sent by international express courier. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the Party to be notified at the address as follows, or at such other address as such other Party may designate by one of the indicated means of notice herein to the other Parties hereto as follows:

(a) if to PRIVILEGED:

1 Blackfield Drive Belvedere Tiburon, CA 94920

(b) if to TRITON:

105 Barbaree Way, Tiburon, CA 94920

4.7 Costs, Expenses. Each Party is responsible for the payment of its own costs and expenses incurred in the negotiation and execution of this Agreement.

4.8 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the signed written consent of TRITON and PRIVILEGED. Any amendment or waiver affected in accordance with this Section shall be binding upon PRIVILEGED and TRITON. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

4.9 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the Parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

4.10 Entire Agreement. This Agreement and the documents referred to herein, constitute the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersede any and all prior understandings and agreements, whether verbal or written, between or among the Parties hereto with respect to the specific subject matter hereof.

4.11 Further Assurances. The Parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

4.12 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.


4.13 Costs and Attorneys' Fees. In the event that any action, suit or other proceeding is instituted concerning or arising out of this Agreement or any transaction contemplated hereunder, the prevailing Party shall recover all of such Party's costs and attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions there from.

4.14 Independence of Agreements, Covenants, Representations and Warranties. All agreements and covenants hereunder shall be given independent effect so that if a certain action or condition constitutes a default under a certain agreement or covenant, the fact that such action or condition is permitted by another agreement or covenant shall not affect the occurrence of such default, unless expressly permitted under an exception to such covenant. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of or a breach of a representation and warranty hereunder.

4.15 Preparation of Agreement. PRIVILEGED prepared this Agreement and the Agreements solely on his behalf. Each Party to this Agreement acknowledges that: (i) the Party had the advice of, or sufficient opportunity to obtain the advice of legal, tax and business counsel separate and independent of such counsel for any other Party hereto; (ii) the terms of the transactions contemplated by this Agreement are fair and reasonable to such Party; and (iii) such Party has voluntarily entered into the transactions contemplated by this Agreement without duress or coercion. Each Party further acknowledges that such Party was not represented by the legal counsel of any other Party hereto in connection with the transactions contemplated by this Agreement, nor was he or it under any belief or understanding that such legal counsel was representing his or its interests. Each Party agrees that no conflict, omission, or ambiguity in this Agreement, or the interpretation thereof, shall be presumed, implied, or otherwise construed against any other Party to this Agreement on the basis that such Party was responsible for drafting this Agreement.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Technology Purchase Agreement as of the date first written above.

**TRITON DISTRIBUTIONS SYSTEMS, INC.**

By:   
Name: GREGORY LYKIARDOPOULOS  
Its: President, Chief Executive Officer

**PRIVILEGED WORLD TRAVEL CLUB, INC.**

By: \_\_\_\_\_  
Name:  
Its: President, Chief Executive Officer