

AUTHORIZED RESELLER AGREEMENT

This Authorized Reseller Agreement (this “Agreement”) is between ReVamp Electronics, LLC (“ReVamp”) and the undersigned applicant (“Reseller”). ReVamp understands that Reseller has entered into, or intends to enter into, an agreement (the “Authorized Distributor Agreement”) with one or more authorized ReVamp distributor(s) (each, the “Distributor”) pursuant to which Distributor will supply certain products, including, but not limited to, Simple Snap branded products and Simple Snap branded products (collectively, the “Products”), as may be designated from time to time by ReVamp to Reseller for resale. ReVamp’ initial and continued consent to the relationship contemplated by this Agreement is expressly conditioned on the acceptance of said Agreement by ReVamp. To the extent the provisions of this Agreement contradict or alter the provisions of the Authorized Distributor Agreement, the provisions of this Agreement shall govern the relationship between ReVamp and Reseller.

1. Marketing, Sales and Reporting

a. Marketing and Sale of Products:

i. Reseller shall use its best efforts to promote Product in the distribution channel(s) and/or territory(ies) defined in the Authorized Distributor Agreement. Reseller shall sell or distribute Product obtained only from a Distributor authorized by ReVamp to supply such Product to Reseller for Reseller’s resale to its customers.

ii. Reseller shall advertise the Product for a price that is within the Minimum Advertised

Price Policy for all Simple Snap branded product (“Simple Snap MAP Policy”) and within the Minimum Advertised Price Policy for all Simple Snap branded product (“Simple Snap MAP Policy”) (the Simple Snap Map Policy and the Simple Snap Map Policy together referred to herein as the “MAP Policies”) established by ReVamp unilaterally from time to time. The MAP Policies are subject to amendment or modification at any time by ReVamp unilaterally and in its sole discretion.

iii. RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL

OR SELL ANY PRODUCT ON OR THROUGH ANY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY REVAMP IN WRITING AND IN ADVANCE, AND IT BEING UNDERSTOOD THAT REVAMP MAY WITHDRAW ITS CONSENT AT ANY TIME.

iv. Reseller shall observe all directions and instructions given to it by ReVamp in relation to

the promotion and advertisement of the Product including, but not limited to, any brand guidelines (the “Brand Guidelines”) as provided by ReVamp to Reseller from time to time. Reseller shall not make any written statement as to the quality or manufacture of the Product or make any promises or guarantees with reference to the Product other than those expressly set forth in promotional material supplied by ReVamp. Reseller shall have no right, power or authority in any way to bind ReVamp to any contract or obligation, express or implied.

v. Reseller understands that ReVamp intends to hold Reseller liable for damages caused to ReVamp due to product diversion resulting from the purchase of the Product by Reseller from the Authorized Distributor. It is ReVamp’ policy (the “Anti-Diversion Policy”) that no Product shall be sold by any reseller to any person or entity that may resell the Product, whether by retail,

mail, Internet, swap meet, flea market, or other commercial means or in violation of U.S. laws, rules or regulations, including the U.S. Export

Administration Regulations. Reseller shall not sell any Product to any person or entity that Reseller has reason to believe has the intention of reselling the goods, exporting them from the Territory, or otherwise acting in violation of the Anti-Diversion Policy. Reseller shall institute reasonable and appropriate procedures and security measures, which ReVamp may periodically review, to prevent diversion of Product and fulfill its obligations set forth in this Section 1(a)(v). Reseller shall make reasonable efforts to identify violations or potential violations of the Anti-Diversion Policy. Reseller shall make reasonable efforts to educate the customers to which it sells the Product regarding the Anti-Diversion Policy. Reseller agrees to ensure that customers to which it sells Product do not directly or indirectly advertise or solicit sales or sell the Product via mail or on the Internet. In addition, if Reseller has obtained written approval from ReVamp that it can sell the Product on its own individual website, Reseller shall ensure that it structures its fulfillment system in such a manner that no more than ten (10) individual units of Product are sold to the same customer, to the same address, or charged to the same credit card in a ninety (90) day period without ReVamp's written consent. Reseller agrees to compensate ReVamp for reasonable damages for any violation of this Section 1(a)(v), and also to reimburse ReVamp for the repurchase of Product by ReVamp from any entity to which or through which Reseller or its customers have diverted the Product in violation of the Anti-Diversion policy.

vi. In connection with Reseller's activities under this Agreement and the Authorized

Distributor Agreement, Reseller shall comply with: (A) all applicable laws, rules, and regulations, including, but not limited to, the U.S. Consumer Product Safety Act ("CPSA") and the Canada Consumer Product Safety Act ("CCPSA"), (B) all terms and conditions of the Authorized Distributor Agreement, and (C) appropriate ethical standards.

b. Reports: Upon ReVamp's request, Reseller shall submit to ReVamp a written report detailing (i)

purchases of Product by Reseller from the Distributor covering the period of time requested by ReVamp, (ii) sales of Product to Reseller's customers covering the period of time requested by ReVamp, and (iii) any other information ReVamp may require from time to time. Such reports shall be considered Confidential Information of Reseller and otherwise protected under Section 2(c) of this Agreement.

c. Indemnity: Reseller agrees, at its own cost, to indemnify, defend and hold harmless ReVamp, its

affiliates, and any and all other entities in the ReVamp group of companies, and their respective officers, directors, employees and agents from and against all actions, proceedings, losses, damages, liabilities, claims, costs and expenses, including without limitation fines, penalties, legal and other professional fees and expenses, arising out of or resulting from acts or omissions or deemed acts or omissions of Reseller, including without limitation the sale of Product to Reseller's customers.

2. Proprietary Rights

a. Brand Guidelines: Reseller agrees that:

i. Only photos provided by ReVamp ("Product Photos") may be used to display the

Product. Product Photos must retain natural proportions. Reseller shall not edit the Product Photos in any way, other than sizing.

ii. Reseller shall ensure that any data, Product Photos and Product descriptions displayed by Reseller: (1) are the most-current versions of such provided by ReVamp or the Distributor, and (2) comply with the Brand Guidelines.

iii. Whenever referring to the Product, Reseller must use the full proper Product name.

b. Use of Marks: During the term of this Agreement only, ReVamp grants Reseller a non-exclusive, non-transferable, non-sublicensable license to use ReVamp' logos, trademarks, and trade names, including any unique "Authorized Reseller" logos that ReVamp may develop (the "Marks"): (i) in connection with promotional materials provided by ReVamp and (ii) on the Product, but only as set forth on the Product at the time of delivery to Reseller. Reseller agrees to cooperate with ReVamp in monitoring Reseller's use of the Marks and agrees to supply ReVamp with specimens of, and access to, its uses of the Marks upon request. Reseller shall use each Mark in accordance with any Brand Guidelines and in such manner that it creates a separate and distinct impression from any other logo, trademark, trade name or service mark. Reseller agrees that in its conduct of its business in connection with the Marks it shall do nothing to bring disrepute to or damage the goodwill symbolized by such Marks. Reseller agrees that any goodwill arising from its use of the Marks shall inure to the benefit of and be on behalf of ReVamp.

c. Serialization: Reseller agrees that, upon request by ReVamp, it will follow ReVamp's serialization scanning policy as is provided from time to time. The serial numbers and barcodes on Products will ensure that ReVamp can identify which factory a Product came from, when it came from that factory, and the stages of the distribution channel through which the Product was sold. Minimum requirements are that Reseller be able to scan Products at the retail unit, inner carton and master carton level.

d. Confidentiality: ReVamp and Reseller each agree and undertake that during the term of this Agreement and thereafter it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party, any information of a confidential nature (including, without limitation, the terms and conditions of this Agreement, and any information relating to the other party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, wholesale pricing information, and other information of commercial value) which may become known to a party from the other party ("Confidential Information"), unless the information (i) is public knowledge or already known to that party at the time of disclosure or (ii) subsequently becomes public knowledge other than by breach of this Agreement or (iii) subsequently comes lawfully into the possession of that party from a third party. To the extent necessary to implement the provisions of this Agreement, each party may disclose Confidential Information to those of its employees as may be reasonably necessary or desirable, provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees with them.

3. Duration of Agreement

a. Term: This Agreement shall be effective as of the date Reseller receives approval to participate in the Authorized Reseller Program, and shall continue indefinitely until terminated pursuant to this Agreement hereof.

b. Termination for Convenience: ReVamp may terminate this Agreement without cause upon thirty

(30) days' prior written notice to the other party.

c. Termination for Breach: ReVamp may at any time terminate this Agreement with immediate effect, upon notice to Reseller, if Reseller breaches any of the term and conditions of this Agreement as determined by ReVamp in its sole discretion.

d. Effect of Termination: Upon termination or expiration of this Agreement, ReVamp, at its option, may repurchase any or all Product then in Reseller's possession at prices not greater than the prices paid by Reseller for such Product, provided, however that any such repurchase of Product by ReVamp shall be contingent on Reseller's shipment of the Product (at Reseller's expense) to ReVamp' designated location in the Territory, and on verification by ReVamp that the Product is in its original packaging and in new and immediately salable condition. The terms and conditions of Sections 1(c), 2(d), 3(d), 4(a)(ii), 4(b) and 5 shall survive any termination or expiration of this Agreement. In addition, in the event of any expiration of this Agreement or termination of this Agreement pursuant to Section 3(b), all rights and obligations of the parties hereunder shall survive with respect to any order for Products accepted by the Distributor prior to such expiration or termination.

e. Penalties: It is ReVamp's unilateral policy that if a Reseller violates the terms and conditions contained within this Policy, the following penalties may be implemented and strictly enforced at ReVamp's sole discretion:

i. First Violation: ReVamp will issue a verbal warning to the Reseller.

ii. Second Violation: ReVamp, at its sole discretion, may cease supplying Reseller or Distributor with Products for a period not less than thirty (30) days.

iii. Third Violation: ReVamp may, at its sole discretion, terminate this Agreement along with Reseller's right to sell any ReVamp Products.

4. Warranty and Liability

a. Warranty:

i. ReVamp warrants Product in accordance with ReVamp' standard Product warranty issued from time to time by ReVamp (the "Product Warranty"). ReVamp will repair or replace any Product that does not comply with the Product Warranty. The Product Warranty does not cover defects or damage caused to Product by Distributor, Reseller, or any third party. If it is determined that any defect in Product is not the fault of ReVamp, or such defect or damage was caused by or attributable to Reseller, its customers, Distributor, or any third party, Reseller agrees to pay all charges associated with each such repair or replacement, including without limitation all charges for labor, materials and shipping.

ii. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4(a)(i), REVAMP EXPRESSLY

DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. RESELLER'S SOLE REMEDY FOR ANY NONCONFORMING OR DEFECTIVE PRODUCT OR FOR ANY BREACH OF THE PRODUCT WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING UNITS OR PARTS OF SUCH PRODUCT.

b. Liability: IN NO EVENT SHALL REVAMP, ITS AFFILIATES, OR ANY OTHER ENTITY IN THE REVAMP GROUP OF COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE TO RESELLER OR ANY OF ITS CUSTOMERS FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. EVEN IF REVAMP, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE BEEN NOTIFIED OF THE POSSIBILITY THEREOF. THE AGGREGATE LIABILITY OF REVAMP, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE AMOUNTS ACTUALLY RECEIVED BY REVAMP FROM THE DISTRIBUTOR IN CONNECTION WITH SALES MADE TO RESELLER IN THE THREE (3) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY.

c. CCPSA: Reseller shall notify ReVamp immediately and, in any event, within one day of becoming aware of any "incident", as such term is defined in the CCPSA, occurring with respect to the Product. Reseller shall deliver to ReVamp (i) all information in its control regarding the incident related to such product, and (ii) any draft written reports required to be delivered to the Minister of Health in accordance with the CCPSA ((i) and (ii), the "CCPSA Materials"), in each case prior to such CCPSA Materials being delivered to the Minister of Health in accordance with the CCPSA. Reseller shall, to the greatest extent permitted by law, give ReVamp the opportunity to review, propose revisions to and protect any CCPSA Materials that include Confidential Information in accordance with Section 2(d) prior to delivering such CCPSA Materials to the Minister of Health.

5. General Provisions

a. Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America, without giving effect to the principles of conflicts of law of any jurisdiction. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be the state or federal courts in Illinois and the parties expressly submit to the jurisdiction of said courts.

b. Assignment; Sub-distributors: Reseller may not assign its rights, duties or obligations under this

Agreement, in whole or in part, without ReVamp' prior written consent. Any prohibited assignment shall be null and void. All terms and conditions of this Agreement shall be binding

on and inure to the benefit of the successors and permitted assigns of the parties. Reseller shall not sell the Product through a sales agent or to a sub-distributor or reseller.

c. Notices: Notices hereunder must be in writing, except as otherwise stipulated herein, and given

to the other party by certified first class mail, postage prepaid and return receipt requested, or by air courier to the mailing address set forth above for notices sent to Reseller, or to 344 N. Ogden Ave. 5th floor, Chicago, IL 60607, USA, Attn.: General Counsel, for notices sent to ReVamp, or to such other address as either party may designate by providing notice as set forth herein.

Notices shall be effective when received.

d. Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto. This Agreement may not be amended or waived except by a written instrument signed by both parties. The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability shall affect only that provision and shall not make any other provision of this Agreement invalid or unenforceable, and the unenforceable provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

I hereby agree that I have read the Simple Snap Reseller Policy and agree to abide by all requirements outlined in said agreement;

Company: _____

All DBA's: _____

Contact Person: _____

Title: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

Number of locations: _____

Carrier/Channel: _____

Websites: _____

Distributor: _____ Eternity Wireless