

RESELLER AGREEMENT

This Reseller Agreement (this “*Agreement*”) is entered into effective as of _____ (the “*Effective Date*”) between Rampion USA Inc., a Washington corporation (“**Rampion**”), located at 1465 Slater Road, Ferndale, WA 98248, USA, and _____ (“**Reseller**”), a _____, located at _____.

RECITALS

WHEREAS, Rampion has exclusive distribution rights in the Territory (defined below) to products produced, marketed and sold under the trademarks 2UNDR and PROJEKT, and wishes to grant Reseller the non-exclusive right to purchase and resell such products, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS

1.1 “*Consumer*” means an individual that purchases products for personal, household or family use and not for resale.

1.2 “*Intellectual Property*” means (a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, certificates of invention, renewals, reexaminations, extensions and continuations-in-part thereof; (b) trademarks, service marks, logos, mask works, trade names, and corporate names and applications for registration thereof (collectively, “*Trademarks*”), whether domestic or foreign; (c) works of authorship and copyrights, and applications for registration thereof, whether domestic or foreign; (d) trade secrets and information, whether or not patentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques; and (e) any other proprietary rights and processes.

1.3 “*Price*” means the price list established by Rampion (as may be amended from time to time by Rampion) for the purchase of Products from Rampion by Reseller.

1.4 “*Products*” means 2UNDR and PROJEKT branded product(s) approved for sale by Rampion under this Agreement.

1.5 “*Product Trademarks*” has the meaning set forth in Section 2.2 below.

1.6 “*Retailer*” means any third party website, store or other resale outlet in the Territory that sells the Products direct to Consumers in the Territory.

1.7 “*Sales Period*” means each calendar quarter during the Term.

1.8 “*Term*” has the meaning set forth in Section 8 below.

1.9 “*Territory*” means the 50 United States of America and the District of Columbia.

2. APPOINTMENTS AND LICENSES

2.1 Reseller Appointment. Subject to Reseller's compliance with the terms and conditions of this Agreement, Rampion hereby appoints Reseller, and Reseller accepts such appointment, as the non-exclusive reseller of the Products to Retailers and Consumers in the Territory. Rampion will not be precluded from appointing other parties to market and resell, or from directly marketing or reselling, the Products in the Territory.

2.2 Trademarks. Rampion hereby grants to Reseller a limited, non-exclusive, non-transferable, revocable right to use the 2UNDR and PROJEKT trademarks used on the Products (the "**Product Trademarks**") solely in connection with advertising and marketing the Products ordered and delivered to Reseller, subject to the terms and conditions set forth herein. Such use of the Product Trademarks shall be strictly in accordance with applicable trademark law and the policies regarding advertising and trademark usage as established by Rampion from time to time. All uses of the Product Trademarks shall inure to the sole benefit of Rampion or its licensors. Reseller is not authorized to use the Product Trademarks or any other trademark(s) and tradenames of Rampion on any products, other than the Products ordered by and delivered to Reseller, or for any other purpose.

3. RESELLER OBLIGATIONS

3.1 Marketing and Sales. Reseller shall use best efforts to actively market, promote, demonstrate and solicit orders for the Products in the Territory. Reseller agrees:

- (a) to conduct business and perform its obligations in a manner which reflects favorably at all times on the goodwill and reputation of Rampion and the Products;
- (b) to comply with all applicable laws and regulations;
- (c) not to sell the Products to Retailers or Consumers which it knows or reasonably should know are located outside the Territory or likely to resell the Products outside the Territory;
- (d) not to engage in deceptive, misleading or unethical practices or to make any representations, statements or warranties about the Products that are not authorized by Rampion in writing;
- (e) not to alter, modify or change the Products or packaging for the Products. Reseller must use the approved 2UNDR Hologram on shipment of all 2UNDR branded Products. Seller is responsible for the purchase and application of all 2UNDR Holograms on 2UNDR branded Products that it ships to Retailers and Consumers hereunder;
- (f) not to disparage the Products or Rampion in any manner;
- (g) to promptly notify Rampion of any Retailers or Consumers that Reseller is aware are advertising Products in violation of Rampion's Minimum Advertised Pricing ("MAP") Policy and upon request, provide information relating thereto; and
- (h) to use best efforts to resolve any complaints or disputes with Customers and Retailers regarding the Products.

3.2 Reports. Reseller shall provide Rampion with a complete and correct written report each Sales Period during the Term of this Agreement that clearly sets forth: (i) the number of Products and sold and shipped by Reseller during the preceding Sales Period, including a statement of returns, (ii) a sales forecast indicating the estimated number of Products to be sold and shipped during the next three Sales Periods, and (iii) such other information as reasonably requested by Rampion, including without limitation, information on the Retailers and Consumers to whom Reseller has sold Products.

3.3 Costs and Expenses. Reseller alone shall bear all costs and expenses incurred in connection with its performance under this Agreement, including any costs to distribute and/or market the Products.

3.4 Non-Competition; Non-Solicitation. During the Term of this Agreement, Reseller shall not develop, manufacture, market, sell or distribute (or enter into any agreement with any third party to do any of the foregoing) any product that is substantially similar to the Products or which otherwise competes with any of the Products. During the Term of this Agreement, Reseller will not solicit, encourage or cause others to solicit or encourage any employees or officers of Rampion to terminate their employment with Rampion.

3.5 Reseller' Representations and Warranties. Reseller hereby represents and warrants to Rampion that: (i) Reseller is a business organization duly organized and in good standing in accordance with the laws of the state where Reseller is organized; (ii) Reseller has duly authorized the execution and performance of this Agreement and upon execution by Reseller shall be a binding obligation of Reseller; (iii) this Agreement does not conflict with, and will not cause a default under, any other agreement to which Reseller is a party; and (iv) all sales made by Reseller hereunder will not be made at less than fair value under any anti-dumping law, rule or regulation of any jurisdiction into which Reseller sells the Products.

3.6 Right to Audit and Inspect. During the Term, upon reasonable notice, during normal business hours, Rampion shall have the right to review and inspect (or request copies of) the books and records of Reseller, including records relating to sales of Products to Retailers and Consumers, to ensure Reseller's compliance with this Agreement.

4. **LIMITED WARRANTY; WARRANTY DISCLAIMER**

4.1 Limited Product Warranty. Rampion offers a manufacturer's warranty on defects on all 2UNDR branded Products from the original date of purchase, as long the Product was purchased from an authorized 2UNDR dealer. Directions for submitting warranty claims are set forth at the website www.2undr.com on the warranty page for instructions on how to submit a warranty claim. The warranty does not apply to and is null and void for Products that have been damaged by misuse, accident, modification, or unauthorized repair, or purchased from any third party seller that is not an authorized reseller of the Products.

4.2 Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE IN SECTION 4.1, RAMPION (A) PROVIDES THE PRODUCTS TO RESELLER ON AN "AS IS" BASIS, AND (B) MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING, EXPRESS OR IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS), MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND ANY WARRANTY RELATED TO THE SUSTAINED PERFORMANCE OF THE PRODUCTS. To the extent that Rampion may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty shall be the minimum permitted pursuant to such law.

4.3 Warranties Exclusive. THE FOREGOING WARRANTIES, TERMS OR CONDITIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE.

5. **PURCHASE ORDERS; DELIVERY**

5.1 Purchase Orders. Reseller will place orders for Products directly with Rampion. All orders are subject to acceptance by Rampion in its sole discretion; however, Reseller's orders will not be rejected unreasonably. Rampion will promptly notify Reseller in writing of any non-acceptance. Each order placed by Reseller shall be in writing, and shall specify (i) the type and quantity of the Products ordered; (ii) the requested

shipment date(s); and (iii) the delivery location. Each order shall be deemed to incorporate all the terms and conditions of this Agreement, and any additional, inconsistent or conflicting provisions of Reseller's purchase order or other business forms will not apply notwithstanding Rampion's acknowledgment or acceptance of such order.

5.2 Purchase Order Cancellations and Variations. Any orders submitted by Reseller to Rampion may not be cancelled by Reseller within ten (10) days of the scheduled delivery date for such order, except as approved in writing by Rampion. Upon written approval of Rampion, Reseller may reschedule the delivery date of an order for a date up to ten (10) days after the originally scheduled delivery date. Rampion will use commercially reasonable efforts to fill requests by Reseller for an increase in any purchase order quantities submitted within a reasonable time prior to the scheduled delivery date of such order, subject to the availability of Products in inventory and manufacturing, assembly and shipment time. Rampion Reseller shall bear all costs and expenses incurred as a result of any rescheduled or cancelled order permitted hereunder.

5.3 Delivery Terms.

(a) F.O.B. Point. All shipments shall be F.O.B. origin (Rampion's shipping dock). Title and risk of loss shall pass to Reseller upon Rampion's tender of delivery to the common carrier or Reseller's designee.

(b) Shipping. Unless otherwise specified by Rampion, all shipments are freight collect. Rampion may ship partial orders provided Rampion notifies Reseller and Reseller agrees prior to shipment. Reseller's purchase order shall specify the carrier or means of transportation or routing, and Rampion will comply with Reseller's instructions. If Reseller fails to provide shipping instructions, Rampion shall select the best available carrier, on a commercially reasonable basis.

(c) Packing Instructions. All Products shall be packaged and prepared for shipment in a manner which (i) follows good commercial practice, (ii) is acceptable to common carriers for shipment and (iii) is adequate to ensure safe arrival.

6. **PRICE; PAYMENTS**

6.1 Product Pricing. Reseller shall pay the Price specified by Rampion for the Products. All Prices are F.O.B. origin (Rampion's shipping dock) and do not include taxes or shipping costs.

6.2 Payment Terms. All Prices are quoted and payable in U.S. dollars to Rampion and are due net thirty (30) days of invoice. Except as set forth in this Agreement, all payments are non-refundable and Product is non-returnable, except for warranty returns under Section 4.1. Any payment not received from Reseller by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.0% of the outstanding balance per month (being 12% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid. Rampion may cancel a purchase order, without any liability, if Reseller does not make full payment in accordance with these provisions. There shall be no penalty for prepayment.

6.3 Taxes: Unless Reseller provides a valid and correct tax exemption certificate applicable to the Products ship-to location prior to acceptance of the order, Reseller shall be responsible for sales and all other taxes associated with Reseller's order, however designated, except for taxes on Rampion's net income, and such taxes shall be added to and become a part of the amounts payable by Reseller hereunder. In addition, any taxes and duties resulting from the distribution and/or resale of the Products by Reseller to Retailers and Consumers will be paid by Reseller, including without limitation, taxes or governmental charges.

7. LIMITATION OF LIABILITY

7.1 Consequential Damages. UNDER NO CIRCUMSTANCES, EXCEPT AS REQUIRED BY LAW, SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING LOST PROFITS, SAVINGS OR BUSINESS OPPORTUNITY OR LOST DATA) TO THE OTHER PARTY OR CUSTOMERS, HOWEVER ARISING, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; PROVIDED, HOWEVER, THE LIMITATION SET FORTH IN THIS SECTION 7.1 SHALL NOT APPLY TO CLAIMS FOR INDEMNIFICATION PURSUANT TO SECTION 12 OR A BREACH OF SECTION 9.

7.2 Damages Cap. IN NO EVENT SHALL RAMPION'S TOTAL, AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER TO RAMPION UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM; PROVIDED, HOWEVER, THE LIMITATION SET FORTH IN THIS SECTION 7.2 SHALL NOT APPLY TO CLAIMS FOR INDEMNIFICATION PURSUANT TO SECTION 12.2 OR A BREACH OF SECTION 9.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall become effective as of the Effective Date and shall continue in force for one (1) year from the Effective Date (the "**Initial Term**"). Thereafter, Rampion, in its sole discretion, may renew the Agreement for additional consecutive one-year terms (each, an "**Additional Term**" and, together with the Initial Term, the "**Term**").

8.2 Termination.

(a) Termination for Convenience. Rampion may terminate this Agreement at any time upon notice for convenience.

(b) Termination for Non-Payment. If Reseller fails to pay Rampion any amounts due under this Agreement more than ten (10) days after the due date of such payment, Rampion, at its sole election, may terminate this Agreement.

(c) Termination for Cause. Except as set forth in Section 8.2(b), above, if either party is in material breach of this Agreement, the non-breaching party may give written notice of such breach to the breaching party and an opportunity to cure the breach within thirty (30) days. If such breach is not cured within such thirty (30)-day period, the non-breaching party may immediately terminate this Agreement by subsequent written notice to the party in breach.

(d) Termination for Insolvency. This Agreement may be terminated (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceeding for the settlement of either party's debts (which shall include, without limitation, such party passing a resolution for its own winding-up or a court of competent jurisdiction making an offer for its winding-up or dissolution, where a receiver is appointed on account of insolvency, if any steps are taken for the making of an administration order or the appointment of an administrator, or if notice is given of intention to appoint or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of any assets of such party's assets or if any analogous event to any of the above occurs under the laws of another jurisdiction), (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, but only if the party described in

(i), (ii) or (iii) is in breach of its obligations under this Agreement and the other party so desires to terminate the Agreement by giving written notice.

8.3 Effect of Termination. Upon the termination or expiration of this Agreement for any reason, Reseller' appointment as the reseller for the Products, and any license granted to Reseller hereunder, shall terminate immediately and Reseller shall immediately cease distributing and/or selling the Products and cease all use of the Rampion Trademarks; *provided, however*, Reseller (if such termination is not pursuant to Sections 8.2(b), (c) or (d) above) shall for a period of up to ninety (90) days have a limited right to sell its existing inventory of the Products, in compliance with all terms and conditions of this Agreement, including pricing. The payment date of all monies due Rampion shall automatically be accelerated so that they shall become due and payable on the effective date of termination. Reseller shall not be entitled to any compensation, damages or payments in respect to goodwill that has been established or for any damages on account of prospective profits or anticipated sales, and shall not be entitled to reimbursement in any amount for any training, advertising, market development, investments, leases or other costs that shall have been expended by Reseller before the termination of this Agreement, regardless of the reason for or method of termination of this Agreement. Reseller hereby waives its rights under applicable laws for any such compensation, reimbursement, or damages.

8.4 Survival. The definitions and rights, duties and obligations of the parties that by their nature continue and survive, including, without limitation, those contained in Sections 1, 3.5, 4, 7, 8.3, 8.4, 9, 10, 11, 12, 13 and 14, and any claims for payment, shall survive expiration or termination of this Agreement.

9. CONFIDENTIALITY

9.1 Nondisclosure and Nonuse Obligations. Each party will not use, disseminate, or in any way disclose any of the other party's Confidential Information (as defined below) to any person, firm or business, except to the extent necessary to accomplish the purpose of this Agreement. The receiving party will treat all of the disclosing party's Confidential Information with the same degree of care as the receiving party accords to its own Confidential Information, but not less than reasonable care. Neither party shall disclose the Confidential Information of the other party provided under this Agreement to any person except its employees or consultants to whom it is necessary to disclose the Confidential Information for such purposes. Both parties agree that the Confidential Information shall be disclosed or made available only to those of its employees or consultants who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. Each party shall immediately give notice to the other of any unauthorized use or disclosure of the other's Confidential Information of which that party becomes aware. Each party agrees to assist the other in remedying such unauthorized use or disclosure of the other's Confidential Information.

9.2 Definition of Confidential Information. "**Confidential Information**" means (i) any technical and non-technical information related to a party's business and current, future and proposed products and services of each of the parties, including for example and without limitation, each party's respective information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (ii) any information a party has received from others that may be made known to the other party and which such party is obligated to treat as confidential or proprietary; *provided, however*, that any such information disclosed by a party to this Agreement will be considered Confidential Information only if such information would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the disclosing party's business and the industry in which such party operates. For the avoidance of doubt, any information regarding the Products and the sales and distribution thereof and the terms and conditions of this Agreement shall be considered Rampion's Confidential Information.

9.3 Exclusions. These obligations shall not apply to the extent that a party can demonstrate:

- (a) the disclosed information at the time of disclosure was part of the public domain;

(b) the disclosed information became part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement;

(c) the disclosed information can be established by written evidence to have been in the possession of the other party at the time of disclosure; or

(d) the disclosed information is received from a third party without similar restrictions and without breach of this Agreement.

A disclosure of Confidential Information (x) in response to a valid order by a court or other governmental body, or (y) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; *provided, however*, the disclosing party shall provide prompt written notice thereof to the other to enable it to seek a protective order or otherwise prevent such disclosure.

10. **PUBLICITY.** Reseller shall not disclose, advertise, or publish the existence or the terms or conditions of this Agreement, financial or otherwise, or any information related to sales volume of the Products sold hereunder without the prior written consent of Rampion.

11. **INTELLECTUAL PROPERTY.** Rampion or its licensors retain all ownership rights in and to the Intellectual Property in the Products and Product Trademarks, including any derivative works thereto made by Rampion, its employees, or contractors (collectively, the “*Rampion Intellectual Property*”). Reseller shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Rampion may reasonably request in order to establish and perfect such exclusive ownership rights in the Rampion Intellectual Property. All rights in Rampion Intellectual Property are hereby expressly reserved.

12. **INDEMNIFICATION**

12.1 **Reseller Indemnification.** Reseller shall indemnify, defend and hold Rampion, its affiliates and all officers, directors, employees and agents thereof (each, a “*Rampion Indemnified Party*”), harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including without limitation reasonable attorney’s fees, expenses and settlement costs, including appeal proceedings) (collectively, “*Damages*”), that a Rampion Indemnified Party may sustain or incur by reason of or in connection with, arising from or related to: (i) Reseller’ conduct under this Agreement; (ii) Reseller’ breach of this Agreement; (iii) Reseller’ failure to comply with any applicable laws, rules or regulations; or (iv) Reseller’ relations with anyone else, particularly regarding statements, representations or warranties made by Reseller not expressly authorized in writing by Rampion hereunder. Furthermore, Reseller shall indemnify and hold Rampion harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent, or representative of Reseller under any applicable termination, labor, social security or other similar laws and regulations. Rampion agrees to: (a) promptly notify Reseller of any claim, (b) give Reseller control of the defense and any related settlement thereof, and (c) provide Reseller with reasonable assistance, at Reseller’ expense, in the defense of such claim; provided that Reseller will not enter into any settlement agreement on terms that would admit liability or wrongdoing on the part of Rampion, without the prior written consent of Rampion.

12.2 **Rampion Indemnification.** Rampion, at Rampion’s expense, shall indemnify Reseller against any Damages arising from any claim that the Product or the Product Trademarks infringe any third party U.S. trademark, copyright or issued patent. Reseller agrees to: (a) promptly notify Rampion of any claim, (b) give Rampion control of the defense and any related settlement thereof, and (c) provide Rampion with reasonable assistance, at Rampion’s expense, in the defense of such claim; provided that Rampion will not enter into any settlement agreement on terms that would admit liability or wrongdoing on the part of Reseller, without the prior written consent of Reseller.

13. **PARTIES' RELATIONSHIP.** The parties hereby agree that Reseller is an independent contractor and not an agent of Rampion. This Agreement does not constitute a joint venture, agency or partnership between the parties, nor does it create an employer-employee relationship. Neither party is a legal representative, partner, franchisee, employee or associate of the other, legally or otherwise. Neither party has the power to assume nor will assume or create any obligations on behalf of the other, nor make any representations or warranties about the other. Reseller has no power, express or implied, to accept any order on behalf of Rampion or to bind Rampion, either directly or indirectly, with respect to any order or with respect to any other contract or matter whatsoever. Reseller is free to select its sales personnel and establish their compensation, and manage its business as it deems appropriate, provided such management is not in contravention of any policies prescribed by Rampion or in contravention of the terms of this Agreement.

14. **GENERAL PROVISIONS**

14.1 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, applicable to agreements made and to be performed entirely within Washington, without regard to its conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement. The parties agree to submit to the exclusive jurisdiction of the Federal and state courts in Seattle, Washington for any matter arising out of or relating to this Agreement.

14.2 Assignment. This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by Reseller, by operation of law or otherwise, without the prior written consent of Rampion. Any assignment in derogation of the foregoing will be void. This Agreement shall inure to the benefit of each party's permitted successors and assigns.

14.3 Notices. All notices, reports, requests, approvals and other communications required or permitted under this Agreement must be in writing. They shall be deemed given when required if (i) delivered personally, (ii) sent by confirmed facsimile or e-mail, (iii) sent by internationally recognized commercial overnight courier with written verification of receipt, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid. Such notice shall be treated as having been received upon the earlier of actual receipt or five (5) days after posting. All communications must be sent to the receiving party's initial address set forth below or such other address that the receiving party may have provided for purpose of notice by notice as provided in this Section:

Any notices sent to Rampion hereunder should be sent to:

Rampion USA, Inc.
1465 Slater Road
Ferndale, WA 98248, USA

with a copy to: Jack Curry, Vice President of Sales, jackcurry@2undr.com

Any notices sent to Reseller hereunder should be sent to:

with a copy to:

14.4 Severability. If any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

14.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which when taken together will constitute one and the same contract, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other party.

14.6 Waiver. The waiver by either party of any instance of the other party's non-compliance with any obligation or responsibility herein shall not be deemed a waiver of the waiving party's remedies for such non-compliance in the future.

14.7 Force Majeure. Except for payment obligations, each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including, without limitation, acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, communication line failures, and power failures.

14.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall cancel and supersede, as of the date this Agreement is signed by both parties, any prior agreements written or oral between the parties or their respective legal predecessors with respect to the subject matter covered by this Agreement. Any changes to the terms of this Agreement to must be in writing. This Agreement can be modified only by a written agreement signed by authorized representatives of Rampion and Reseller. Reseller acknowledges receipt of the Rampion's Minimum Advertised Pricing ("MAP") Policy; however, such MAP Policy is unilaterally issued by Rampion separately from this Agreement, forms no portion of this Agreement and is not modified by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the date written below.

RAMPION USA INC.

RESELLER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

