

## Flip-Pal Mobile Scanner Etailer Agreement

**Etailer Name:** \_\_\_\_\_

**Address/City/State/Zip:** \_\_\_\_\_

This Agreement is between Couragent Inc., a corporation with offices at 117 E Mountain Ave, Suite 222, Fort Collins, CO 80524 (“COMPANY”) and the Etailer named above (“Etailer”) and establishes the terms and conditions for Etailer’s participation in the Flip-Pal Independent Etailer Program (“Program”).

### 1. Etailer Considerations

WHEREAS, COMPANY WISHES TO APPOINT ETAILER AS AN ETAILER FOR SOME OR ALL OF ITS PRODUCTS;

WHEREAS, ETAILER WISHES TO BECOME AN ETAILER OF SOME OR ALL OF COMPANY’S PRODUCTS.

NOW THEREFORE, IN CONSIDERATION OF THESE PROMISES, AND THE MUTUAL AGREEMENTS SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1.1 Appointment. COMPANY appoints Etailer, and Etailer agrees to serve as a Etailer of COMPANY’S products (“PRODUCTS”) that are listed in the Agreement Addendum (“Agreement Addendum”) attached herein as Exhibit A.

1.2 Price and terms of sale. COMPANY will sell, and Etailer will purchase PRODUCTS, upon the terms and at the prices specified in the attached Agreement Addendum Exhibit A. Etailer will unilaterally establish its own prices and terms for the resale of the PRODUCTS to the public, and in accordance with terms specified in paragraph 4.3. COMPANY will not advise, instruct or in any way interfere with Etailer’s independent establishment of its retail prices.

### 2. Relationships

2.1 Etailer is an independent contractor engaged in purchasing COMPANY PRODUCT for resale to its customers. Etailer is not an agent or legal representative of COMPANY for any purpose, and has no authority to act for, bind or commit COMPANY.

2.2 Etailer has no authority to make any commitment on behalf of COMPANY with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. Etailer has no authority to modify the warranty offered with COMPANY PRODUCT. Etailer will indemnify COMPANY from liability for any modified warranty or other commitment by Etailer not specifically authorized by COMPANY.

2.3. Etailer will not represent itself in any way that implies Etailer is an agent or branch of COMPANY. Etailer will immediately change or discontinue any representation or business practice found to be misleading or deceptive by COMPANY immediately upon notice from COMPANY.

### 3. Term, Limitations, Termination

3.1 The term of this Agreement is twelve (12) months from the date of acceptance by Etailer and COMPANY. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2 COMPANY or Etailer may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause

at any time upon fifteen (15) days written notice, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3 COMPANY may, from time to time, give Etailer written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

### 4. Etailer Programs

4.1 Etailer shall exert best efforts to market COMPANY PRODUCT, and shall use only promotional materials supplied by COMPANY to maintain Flip-Pal branding.

4.2 COMPANY does not represent that it will continue to manufacture any particular item or model of PRODUCT indefinitely or even for any specific period. COMPANY specifically reserves the right to modify any of the specifications or characteristics of its PRODUCT, to remove any PRODUCT from the market, and/or to cease manufacturing or supporting it.

4.3 Etailer is expected and encouraged to advertise and promote the sales of COMPANY PRODUCT through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. COMPANY must approve all such materials that use COMPANY’S name or trademarks. Etailer agrees to abide by COMPANY Minimum Advertised Price policy. Etailer shall not offer for sale the same SKU on the Etailer’s online sales channel if it is offered on any of the COMPANY’S online sales channels, including Amazon.com®.

### 5. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL COMPANY BE LIABLE TO ETAILER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

### 6. Use of COMPANY Trademarks

6.1 Etailer acknowledges the following:

- 6.1a. COMPANY owns all right, title and interest in the COMPANY names and logotypes.
- 6.1b. COMPANY is the owner of certain other trademarks and tradenames used in connection with certain product lines.
- 6.1c. Etailer will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with COMPANY.

6.2 During the term of this Agreement, Etailer may indicate to the public that it is an Authorized Etailer of the COMPANY PRODUCTS. With COMPANY's prior written approval, Etailer may also use the COMPANY trademarks and tradenames to promote and solicit sales of COMPANY PRODUCTS if done so in strict accordance with COMPANY's guidelines. Etailer will not adopt or use such trademarks or tradenames, or any confusingly similar word or symbol as part of its company name, or allow such marks or names to be used by others.

6.3 At the expiration or termination of this Agreement, Etailer shall immediately discontinue any use of the PRODUCT and COMPANY names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was an Etailer of the COMPANY PRODUCTS.

**7. Product Warranty**

7.1 The warranty terms and conditions will be as specified in the PRODUCT User Guide and website.

7.2 COMPANY'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. Proprietary Information**

8.1 COMPANY and Etailer shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

8.2 This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to COMPANY. Etailer shall not have any right to manufacture COMPANY PRODUCTS.

**9. Export Controls**

9.1 Regardless of any disclosure made by Etailer to COMPANY or Distributor of an ultimate destination of COMPANY PRODUCTS, Etailer shall not export, either directly or indirectly, any documentation, COMPANY PRODUCTS, or system incorporating such COMPANY PRODUCTS without first obtaining a license as required by the United States Government.

**10. Compliance with Laws**

10.1 Etailer agrees to comply with all U.S. or International laws and regulations that are applicable to the business that Etailer transacts. Further, Etailer is liable for collecting, reporting, and payment to government agencies all U.S. sales or Foreign VAT taxes, and otherwise, as governed by the sale to its customers.

10.2 Etailer agrees to indemnify and hold COMPANY harmless for all liability or damages caused by Etailer's failure to comply with the terms of this provision.

**11. Government Contract Conditions**

11.1 In the event that Etailer elects to sell COMPANY PRODUCTS or services to the U.S. Government, Etailer does so solely at its own option and risk, and agrees not to obligate

COMPANY as a subcontractor or otherwise to the U.S. Government. Etailer remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. COMPANY makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations.

**12. Miscellaneous**

12.1 Notices under this Agreement may be sent by email, fax, or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice sent by email or fax is effective the business day following the date sent, or 4 business days after being mailed.

12.2 This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. Colorado law governs this Agreement without consideration to that body of law referred to as "conflicts of laws". COMPANY and Etailer will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. This Note shall be governed by the laws of the State of Colorado, U.S.

**Etailer**

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. Tax ID or EIN : \_\_\_\_\_

Email: \_\_\_\_\_

**COMPANY**

Signed: \_\_\_\_\_

Print Name: Gordon Nuttall - CEO

Date: \_\_\_\_\_

Email: gordon.nuttall@couragent.net

## Exhibit A Etailer Price Sheet and Terms

SKU Number	Product (50 char max)	Description	MOQ	MAP	Etailer Base Price
305179	Flip-Pal mobile scanner	Flip-Pal mobile scanner with batteries, SD card, SD to USB adaptor, Quick Start Guide	1	\$179.99	\$145.00
363241	Flip-Pal Wireless Scanner	Flip-Pal mobile scanner with Mobi 4GB wireless SDHC card and StoryScans activated	1	\$219.99	\$182.00
307302	Flip-Pal mobile scanner with Craft Edition DVD	Flip-Pal mobile scanner with Craft Edition DVD	1	\$209.99	\$155.00
309795	Flip-Pal mobile scanner with Digital Suite Pro DVD	Flip-Pal mobile scanner with Digital Suite Pro DVD	1	\$219.99	\$160.00
BD11	Flip-Pal Genealogy Bundle	Flip-Pal mobile scanner with Deluxe Carry Case, Cleaning Cloth, Sketch Kit, and AA 4 Pack with AC Charger	1	\$258.95	\$200.50
BD12	Flip-Pal Pro Bundle	Flip-Pal mobile scanner with Deluxe Carry Case, Cleaning Cloth, Sketch Kit, Window Protector Sheets, Picture Keeper PK8, and Eneloop AA 4 Pack with AC Charger	1	\$288.92	\$257.50
BD30	Flip-Pal RESTORE Bundle	Flip-Pal mobile scanner with Deluxe Carry Case and Cleaning Cloth. RESTORE software provided separately by Vivid-Pix	1	\$229.97	\$168.50
307623	Flip-Pal Deluxe Carry Case with Pocket - Blue	Blue deluxe carry case - ballistics cloth with zippered pocket and shoulder strap	1	\$29.99	\$20.00
307630	Flip-Pal Deluxe Carry Case with Pocket - Red	Red deluxe carry case - ballistics cloth with zippered pocket and shoulder strap	1	\$29.99	\$20.00
307647	Flip-Pal Deluxe Carry Case with Pocket - Purple	Purple deluxe carry case - ballistics cloth with zippered pocket and shoulder strap	1	\$29.99	\$20.00
366907	Flip-Pal Deluxe Carry Case with Pocket - Cadmium Orange	Cadmium Orange deluxe carry case - with zippered pocket and shoulder strap	1	\$29.99	\$20.00
366914	Flip-Pal Neoprene Sleeve - Polkadot	Polkadot carry sleeve - Neoprene	1	\$19.99	\$12.00
130054	Panasonic Rechargeable Batteries with Charger	Panasonic 100-240V Ni-MH battery charger with 4 Eneloop AA rechargeable batteries	1 charger with 4 batteries	\$29.99	\$22.00
307661	Flip-Pal Sketch Kit	Clear acrylic sheet with 3 erasable markers and instructions for use	1	\$13.99	\$10.00
305773	Flip-Pal Window Protector Sheets	Three window protector sheets with installation instructions	1 pkg with 3 sheets	\$9.99	\$7.00
310005	Flip-Pal Cleaning Cloth	Black microfiber 10" x 10" cleaning cloth with Flip-Pal® mobile scanner logo	1	\$4.99	\$3.50
375312	Flip-Pal Hardshell Case	Hardshell case to hold iPad and with fitted pads to securely hold Flip-Pal scanner	1	\$39.99	\$30.00
800013	Picture Keeper PK8	Flash drive with built-in software to quickly and easily back up your scans and pictures	1	\$49.99	\$40.00
009566	Samson Go Mic	Samson USB Go Mic for recording StoryScans audio	1	\$44.99	\$40.00
801365	Flip-Pal Wireless Upgrade	Toshiba FlashAir 16GB SD card with Quick Start Card in 5x5" mailer	1	\$54.99	\$47.50

305797	Flip-Pal AC Power Adaptor	Operate the Flip-Pal scanner from AC power. Replaces the 4 batteries with 4 cells, one that has a cord to the power adaptor	1	\$57.99	\$52.00
ET-warranty	2 <sup>nd</sup> Year Extended Warranty	2 <sup>nd</sup> Year Extended Warranty - has downloaded PDF certificate	1	\$19.99	\$10.00
<b>Discounts</b> <i>(applied with coupon code at checkout)</i>	<ul style="list-style-type: none"> <li>• 3% off each invoice's total of merchandise once an order exceeding \$2,000 has been placed in that calendar year</li> <li>• 5% off each invoice's total of merchandise once an order exceeding \$5,000 has been placed in that calendar year</li> <li>• 7% off each invoice's total of merchandise once an order exceeding \$10,000 has been placed in that calendar year</li> </ul>				

### 1. Notes

- 1.1. All amounts are in U.S. dollars (USD).
- 1.2. Etailer must sell DVDs bundled with a scanner, not separately.
- 1.3. COMPANY reserves the right to upgrade the DVD to a current version.
- 1.4. COMPANY reserves the right to discontinue products with 30 day notice.

### 2. Shipping costs

- 2.1. \$7.00 shipping per carton will be added for orders with a scanner shipped to U.S.
- 2.2. \$44.00 shipping per carton will be added for orders with a scanner shipped to Canada.
- 2.3. \$55.00 shipping per carton will be added for orders with a scanner shipped outside of U.S. or Canada.
- 2.4. An order including an accessory adds \$7.00 to shipping cost.
- 2.5. Accessories shipped separately will be charged \$5.00. (U.S. and Canada only)
- 2.6. Expedited shipping will be charged the actual cost of shipping from the 3PL.
- 2.7. Orders with more than one scanner may be shipped in more than one shipping carton.

### 3. Etailer order process

- 3.1. Customer orders a COMPANY PRODUCT from etailer's webstore.
- 3.2. Etailer places order in Etailer section of the Flip-Pal webstore

<http://flip-pal.com/product-category/e-tailers>

- Add items to Cart
- Proceed to Checkout
- Place customer's information in the billing details except

**Use the Etailer's email as the email address, not the customer's email**

The automatically-generated emails (Shipped and Delivered) will be sent to the Etailer's email (not the customer's). This provides the information needed by the Etailer's customer support agents to answer delivery questions. Forwarding those emails to their customer is the duty of the Etailer.

- Enter the order # and customer's email into the Order Notes field (upper right corner)
  - Use Etailer's credit card or PayPal account as the payment method.
  - Select "Flat Rate" as the shipping method.
- 3.3. Order will be transmitted automatically to COMPANY's 3<sup>rd</sup> Party Logistics (3PL) partner by the end of the next business day.
  - 3.4. The PRODUCTS will be shipped to the address provided.

- 3.5. The packing list enclosed in the shipping carton will be the normal packing list. The Shipped From address will be Flip-Pal mobile scanner. There will not be any PRODUCT cost information.

#### **4. Out-of-stock, back-order, and wait list process**

- 4.1. COMPANY will take every effort to eliminate an out-of-stock occurrence.
- 4.2. COMPANY will use the following out-of-stock process.
  - 4.2.1. Webstore will show products out of stock and allow Etailer to be put on wait list.
  - 4.2.2. Etailer will notify their customer of the out of stock condition.
  - 4.2.3. An email will be sent to the Etailer when the product is back in stock. The Etailer then re-enters the order.

#### **5. Shipping and delivery schedule**

- 5.1. Orders are shipped best effort the same day if placed before 4:30 PM Eastern Time, except on weekends or major U.S. holidays.
- 5.2. After processing, typical transit time is 2 – 5 business days within the continental U.S.
- 5.3. Typical delivery time to Canada is 2 – 3 weeks. Tracking information is dependent on the carrier.
- 5.4. The 3PL will send two emails :
  - Shipment on its way with tracking information, delivery date range, items, and delivery location
  - Delivery confirmation with items, delivery location, and tracking number.
- 5.5. The sender in these emails will be shown as Flip-Pal mobile scanner

#### **6. Customer Support**

- 6.1. The Etailer provides customer support for questions pertaining to the original order.
- 6.2. The Etailer provides support for questions during shipment.
- 6.3. The COMPANY provides post-sale customer technical support.
- 6.4. Flip-Pal customer care is:  
Email: support@flip-pal.com  
Phone: 1.970.221.7223  
Hours: Monday through Friday, 9 am – 5 pm (Mountain Time) except major holidays.

#### **7. Warranty Information**

- 7.1. One Year Limited Warranty
- 7.2. We warrant our PRODUCTS to be free from defects in material and workmanship, under normal non-commercial use for a period of one (1) year from the date of original retail purchase. Keep your original sales receipt. This dated proof of purchase will ensure your warranty coverage.
- 7.3. This warranty does not apply to any defects caused by negligence, misuse, accidents, acts of nature, or unauthorized modification or attempted repair. Cosmetic damage to case parts or to other parts that do not affect PRODUCT function is not covered.
- 7.4. The Flip-Pal mobile scanner is a sensitive optical device, similar to a digital camera. Damage caused by dropping or other abuse of this device is not covered by this warranty.

- 7.5. We will repair, replace or, at its option, refund the purchase price of a defective PRODUCT during the warranty period. Contact Customer Support at 970.221.7223 for service authorization. Please have ready the PRODUCT receipt, PRODUCT serial number (located on bottom of scanner), and a description of the problem (error message or physical defect). Replacement PRODUCTS may be new or factory refurbished items of the same or comparable value.
- 7.6. This Warranty applies only to equipment purchased in the United States or Canada. Warranty coverage is only available from within the country where the PRODUCTS were originally purchased. You may be required to ship PRODUCTS, at your expense, to the authorized warranty service center for the country where the PRODUCTS were purchased.

## **8. Return process**

- 8.1. COMPANY provides a 30 day return policy for the Etailer's customer; 30 days from the date of purchase.
- 8.2. Etailer provides information (by website, email, phone) to customers requesting information on the procedure for returning units.
- 8.3. Etailer customer contacts Flip-Pal Customer Support at support@flip-pal.com or 1.970.221.7223 to obtain a RMA.
- 8.4. Upon receipt of the RMA, customer ships PRODUCT with RMA information to:  
Flip-Pal mobile scanner; 114 Rocky Vista Ct, Livermore CO 80536 USA
- 8.5. Upon receipt and inspection of the returned unit, Flip-Pal Customer Support will notify COMPANY accounting department whether the unit has or has not been approved for return.
- 8.6. If the unit is returned in new condition and in the original packaging with all accessories, the COMPANY accounting department will accrue a \$110 credit for the Etailer. If more than 1% of total units shipped are being returned, COMPANY reserves the right to re-negotiate the credit amount.
- 8.7. Accrued credits will be totaled on a monthly interval and one credit check per month if needed will be mailed to Etailer.

## Exhibit B Submitting Orders Using Email

Qualified Etailers may submit each order by sending an email to an address created specifically for that Etailer. COMPANY will enter that into the fulfillment center.

### Email address to send order

[companyname.orders@flip-pal.com](mailto:companyname.orders@flip-pal.com)

Subject: Order #XXXXXXXXXX

Sender: Companyname

### Body of email

Order ID: XXXXXXXXXXXXX

Email: customer@cox.net

Phone: 1234567890

Customer Name: Firstname Lastname

Shipping Information:

Firstname Lastname

Street Address1

Street Address2

City, State ZIP

Country

Qty: 1.0

Flip-Pal SKU: 305179

Name: Flip-Pal mobile scanner

Qty: 1.0

Flip-Pal SKU: 307623

Name: Flip-Pal Deluxe Carry Case - Blue

*(repeat each block of 3 lines for each product with a line in between each)*

### Order Status emails

The two automatically-generated emails (Shipped and Delivered) will be sent to the Etailer's email (not the customer's). This provides the information needed by the Etailer's customer support to answer delivery questions. Forwarding those emails to their customer is the responsibility of the Etailer.

### Invoicing method

COMPANY finance will do a monthly shipment report and send the invoice via email no later than the 3<sup>rd</sup> business day of each month. Payment is by check or bank transfer and is due 15 days after the date of the email. Late payments will incur a 2% penalty on the next invoice.

## Exhibit C

### Submitting Orders Using a Spreadsheet

Qualified Etailers may submit a batch of orders by sending a spreadsheet that is formatted for input to the fulfillment center.

#### **Order Status emails**

The two automatically-generated emails (Shipped and Delivered) will be sent to the Etailer's email (not the customer's) in the spreadsheet. This provides the information needed by the Etailer to answer delivery questions. Forwarding those emails to their customer is the responsibility of the Etailer.

#### **Invoicing method**

COMPANY finance will send the invoice via email no later than the 3<sup>rd</sup> business day after submission of the spreadsheet. A 2% discount will be applied for payment by check or bank transfer within 10 days after the date of the email. The credit card on file will be charged after 30 days with the 2% discount removed.