Reseller Agreement

In this agreement, the terms:

- "participant" refers to "you", "your" or "Reseller"
- "we" (O Imaging Corporation) may be used as "we", "our", "us" or "MPMM"
- "website" refers to www.scantopdf.com

Read this Agreement as it forms a binding contract between you and us.

1. General

1.1. After your application has been approved, you will be appointed as a *ScanToPDF Certified Reseller*. You are entitled to resell any of the "Products" offered on www.scantopdf.com/zh-CHS/home.aspx

1.2. We will be responsible for:
Building the Products for you to resell.
Offering technical support for the Products.

1.3. You will be responsible for:
Selling our Products to your customers.
Making every effort to resell 10 or more Products a year.

1.4. You can offer services to your customers using our Products.

2. Pricing

2.1. You acknowledge that we can change our prices, discounts and commissions any time.

2.2. You will hold us harmless and indemnify us for all *fraudulent transactions* processed with the unique coupon code we issue you. You will not publish this coupon code on the internet at any time, unless granted approval by us (which may be revoked). However you may advertise that a coupon code is available by contacting you.

2.3. You may purchase Products from us using your coupon code. But you may not join our program with the *sole intention* of using this coupon code to get discounted Products for your use. You are joining our program with the primary intention of reselling licenses to your clients. You cannot combine your coupon code with any other discount we offer, to receive a higher level of discount.

3. Commission

3.1. We will pay you a commission on the percentage of the sale price. The minimum monthly payment is $50 US. Any amount lower than this will be held in your account until this minimum payment threshold is reached. Payments are made by PayPal money transfer to you. You will be responsible for PayPal withdrawal fees if applicable. We

will pay you after your sales have cleared the thirty day credit card period. We will not be responsible for paying interest accrued over this time. We will deduct any "refunds" or "charge backs" from your commissions.

3.2. We can reject any order that does not comply with our rules, procedures and/or policies. You cannot make or accept any order on our behalf. We are not responsible for representations made by you to your customers.

3.3. We will make available, statements of your sales activity to you on a regular basis.

4. Intellectual Property

4.1. We grant you a non-exclusive, non-transferable, revocable license to use our ScanToPDF Logo in marketing materials, solely for purposes described in this Agreement. You will acknowledge that we will retain all right, title and interest in and to the logo and other marks used by MPMM O Imaging Corporation.

4.2. We shall retain all rights / interest in the Products, the content included in our Products, and our web site, as well as all associated trademarks / copyrights / other intellectual property rights ("IP"). This IP will remain our sole property. You will not change or alter the copyright / trademark notices placed in our Products or on our website. We shall reserve all rights not expressly granted by us to you at any time.

4.3. All of the "Products" must be clearly identified by the names provided on our website. You can customize these Products using the features included within them. You will not use the knowledge gained and other IP included in these Products to develop a system / process which is competitive to these Products. And you will not modify / disable / decompile / disassemble / translate / reverse engineer / rent / lend / lease or broadcast these Products or any part thereof. The use of the terms "resell," "purchase" and "price" will not mean transfer of title or ownership. We will reserve all rights not expressly granted in this Agreement. You will not representation, guarantee or warranty any person regarding the characteristics or performance of the Products.

4.4. You warrant that the information you have provided as part of the Application process, is 100% complete and accurate. Any express or implied warranties, except as explicitly provided herein, such as warranties of merchantability and fitness for a particular purpose, are excluded from this agreement. We provide no warranty that the Products, or our efforts, will fulfill any of your / your customer's purposes or needs. You will not make any representations / warranties / guarantees regarding the Products that are in addition to / inconsistent with those contained within the License Agreement. We will not be obligated to any 3rd parties with whom you make proposals or agreements with, which are contrary to this License Agreement.

5. Liability

5.1. We are not liable for any loss or damage which may arise in connection with the Products referred to in this agreement. We are not liable for any indirect / incidental / special / consequential damages or damages for lost profits / revenue / data or use, whether in contract or tort by you or your customers. Our total liability arising under this agreement will not exceed the commissions payable to you.

5.2. You will agree to indemnify and hold us harmless from all claims / liabilities / costs and expenses arising from your performance under this agreement; changes / additions or modifications you make to the Products; negligence or other acts or omissions of your agents and employees; as well as any delay / misuse / malfunction or other cause solely within the control of / under the authority of yourself.

6. Confidentiality

6.1. The term "Confidential Information" hereby means: (a) any non-public technical or business information including know-how, product and service information; and (b) any and all other information that is marked as "Confidential".

6.2. Both parties will hereby maintain in strict confidence, all Confidential Information and will not use such information except as permitted herein. Both parties will take all measures to maintain the confidentiality of this information. All Confidential Information will remain the property of the disclosing party both during and after the term of this Agreement. Nothing in this Agreement shall limit or prohibit either party's use of information which is publicly or generally known.

6.3. Nothing in this Agreement will be construed as limiting our marketing / sales activities or limiting the appointment of other affiliates / resellers / distributors / agents in your or other areas.

6.4. You will always conduct business in a professional manner which reflects favourably on us at all times. You will avoid practices that are perceived as deceptive / misleading / improper. You will not bring us / our associates into disrepute, promote any form of slander / racism / or unfair business practices. You will not at any time send unsolicited bulk emails which advertise, promote, or make reference to us, or any of our associated companies, employees or contractors. Other prohibited forms of sales or advertising include postings to non-commercial newsgroups and posting to multiple newsgroups or forums at once. You may not advertise in any way that conceals or misrepresents your identity, domain name, return email address or other contact information.

7. Waiver & Termination

7.1. The full term of this agreement begins upon our acceptance of your application and ends when terminated by you or us. Either party may terminate this agreement at any time, for any reason, and will be effective immediately, by giving the other party notice of termination by email or written letter. You will earn commissions on sales occurring during the term. *Inactive* participants may be removed from participation in this Program at any time, if there are little or no sales generated over a 6 month period.

7.2. Any failure or delay by us to enforce or exercise the rights under this Agreement shall not be construed as a waiver of our rights or your obligations. If any provision of this Agreement is held to be invalid or unenforceable in court or tribunal, then (1) the validity of this provision as applied to any other circumstances and the validity of other provisions shall not be affected and (2) such provision shall be reformed by the court or tribunal to the extent needed to make such provision valid and enforceable in relation to the dispute raised, with the purpose of achieving as nearly as legally possible the same effect. Upon terminating this Agreement, the non-disclosing party will return all

Confidential Information to the disclosing party, or destroy all Confidential Information and certify in writing or by email, that it has been returned or destroyed. You agree to be bound by our Privacy Policy in all dealings with customers and others.

8. Disputes & Force Majeure

8.1. Both parties are acting as independent contractors. Nothing stated in this Agreement will be construed as creating partnerships, joint ventures, franchises, employment or agencies between the parties. You shall not bind us or assume any obligations or responsibilities in our name. You shall not assign your rights or duties under this Agreement to another party.

8.2. This agreement, and the rights and obligations of the parties, and the relationship between the parties, will be governed by and construed and enforced in accordance with the laws (but not the rules governing conflicts of laws) of England.

8.3. Prior to the initiation of any litigation arising out of any claim, controversy, or dispute relating to this Agreement, the parties will make a good faith effort to resolve the issues through mediation using a certified and approved mediator.

8.4. You will acknowledge that the unauthorized use or disclosure of Confidential Information or breach of the obligations to protect our IP may cause immediate and irreparable damage to us and that monetary damages may be inadequate and, therefore, we will be entitled to seek injunctive and other equitable or legal relief to prevent or compensate for such unauthorized use or disclosure at that time.

8.5. If the performance of this hereby Agreement or any obligation hereunder, except payment of monies due, is materially affected by fire or other casualty; war; law, failures in equipment or the internet; or other acts beyond the control of the party charged with performance, then they upon giving notice to the other party shall be excused from such performance under this agreement.

9. Agreement

9.1. All such notices made under this agreement shall be made through the use of registered mail or electronic mail (email). You will agree to be bound by any applicable agreements or policies posted on or through our website. We reserve the right to change this Agreement at any time, and any changes will be effective upon the date we post such changes to the website. Your continued resale of our Products constitutes your binding acceptance of the changes that we may make to this agreement. And if any part of this Agreement or any future change(s) are not acceptable to you, then you must cancel your participation to this agreement by emailing us.

9.2. This Agreement constitutes the entire agreement between both parties relating to the Reseller Program and it supersedes all prior written, verbal and electronic communications.