

Terms and Conditions

Erin Global Corporation TM
Authorized Reseller Agreement

This Reseller Agreement (this "Agreement") is a legal and binding agreement between ERIN GLOBAL, Corporation., a Texas Corporation ("ERIN GLOBAL"), and the business by which the individual accepting this Agreement is otherwise engaged ("_____ " or "you") located at _____, in _____. ERIN GLOBAL and Reseller are each referred to herein as a "Party," and collectively as the "Parties." This Agreement governs in its entirety the relationship between ERIN GLOBAL and Reseller in connection with the ERIN GLOBAL Supply Chain TM products ("Disaster Response Supply Chain", "Supply Chain Products").

1. Appointment of Reseller.

- a. Appointment. ERIN GLOBAL appoints Reseller as a nonexclusive reseller of the Erin Global Supply Chain during the term of this Agreement.
- b. Pricing to Customers. Reseller will use only the ERIN GLOBAL approved product pricing for quotes / sales to be sold to or charged to customers for the Erin Global Supply Chain of Products and Labor, if provided and quoted by Erin Global.
- c. Branding. Reseller will market Supply Chain as the "ERIN GLOBAL Disaster Response Supply ChainTM" product lines. ERIN GLOBAL branding will be prominently featured in all user interfaces for the ordering and fulfillment of Supply Chain Products. Any use of ERIN GLOBAL's marks by Reseller will be subject to such usage guidelines as may be communicated by ERIN GLOBAL to Reseller from time to time. All goodwill arising from the use of ERIN GLOBAL's marks by Reseller will inure to the benefit of ERIN GLOBAL.
- d. Operational Matters. Orders for Supply Chain Products will be transmitted to ERIN GLOBAL for processing the transaction. ERIN GLOBAL will handle customer account set-up and other customer service, and delivery coordination as necessary for the delivery of the purchased Supply Chain Products; provided, however, that ERIN GLOBAL will be solely be responsible for all billing and collections from customers for sales of ~~for~~ Supply Chain Products, unless other arrangements are agreed to by written agreement between the Parties.
- e. f. Contractual Relationships with Customers. ERIN GLOBAL (and not Reseller) will contract directly with Reseller's customers with regard to Supply Chain Product Sales . Reseller will sell ~~Erin Global~~ Supply Chain Products to its customers pursuant to terms and conditions that: (i) expressly disclaim any express and implied warranties by ERIN GLOBAL or its suppliers and (ii) otherwise are consistent with ERIN GLOBAL's sales terms and conditions for the Erin Global Supply Chain.
- g. Sub distributors. Reseller will not resell Supply Chain Products to or through any sub distributor or other person or company that is not the authorized approved customer which meets the Erin Global definition of a disaster victim, multi unit owner or developer and business or property owner in a disaster stricken area and or Flipper / investor of SFR or flip properties, without ERIN GLOBAL's prior, written approval.
- h. Marketing and Sale. In marketing ~~Erin Global~~ Supply Chain Products, Reseller will not: (i) make any representations about ERIN GLOBAL and or its Factory Direct Pricing that are inconsistent

with, or in addition to, statements contained in marketing materials supplied or approved in writing by ERIN GLOBAL or (ii) violate any applicable law.

- i. New Customers ERIN GLOBAL and its resellers are free to market and sell Supply Chain Products to any potential customers not damaged in a disaster area, including customers that may be customers of Reseller and Real Estate Investors, Multi Family / Commercial Developers, Home Builders, SFR Investors, Residential Flippers and Individual Home Owners.
- j. Reservation of Rights. All rights not expressly granted to Reseller under this Agreement are expressly reserved to ERIN GLOBAL.

2. Financial Terms.

- a. Public Decale In consideration of ERIN GLOBAL's appointment of Reseller as a nonexclusive reseller of Erin Global Supply Chain, Reseller shall place an Erin Global Authorized Partner Decal in its retail location visible to Patrons and potential customers during the existence of this agreement.
- b. Payment. Reseller Customers will provide ERIN GLOBAL with a valid credit card, check or cash and hereby authorizes ERIN GLOBAL to charge credit card or debit via ACH (as applicable) for all customer sales if Erin Global is responsible for the direct sale to the reseller customer. All sales must be submitted to Erin Global on the same day as the sale was made for processing by Erin Global. The Parties may agree on alternate billing arrangements (e.g., invoicing) upon mutual written agreement.
- c. Pricing Changes ERIN GLOBAL may change the product price list in its discretion from time to time. Reseller shall be responsible to verify current pricing with ERIN GLOBAL before making quotes to its Customers.

3. Term and Termination.

- a. Term. The initial term of this Agreement begins on the Effective Date and shall remain in full force and effect until terminated by either Party in accordance with this Section 3.
- b. Termination. Either Party may terminate this Agreement, with or without cause, upon 10 days' written notice to the other Party.

4. Representations and Warranties; Disclaimer. Each Party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 4, EACH PARTY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5. Indemnity. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its affiliates, and each of their respective officers, directors, employees and agents from and against any and all liabilities, losses, damages, claims, causes of action, and expenses (including reasonable attorneys Plans and disbursements) in connection with any third party (including without limitation Reseller's customers) claim to the extent resulting from or based upon any breach of this

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Agreement by the Indemnifying Party, or the negligence or willful misconduct of the Indemnifying Party or its affiliates or contractors in connection with the performance of this Agreement.

6. Liability. EXCEPT FOR: (I) DAMAGES ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT AND (II) THE PARTY'S RESPECTIVE INDEMNITY OBLIGATIONS UNDER SECTION 5: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF OPPORTUNITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, WILL NOT EXCEED THE TOTAL AMOUNT OF PLANS PAID BY PARTNER TO ERIN GLOBAL DURING THE ONE (1) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CLAIM ARISES, PLUS ANY PLANS PAYABLE BUT UNPAID.

7. Miscellaneous. The pricing and other terms and conditions of this Agreement are confidential information of both Parties and shall not be disclosed by either Party to any third party, except pursuant to an obligation of confidentiality. The relationship of the Parties is one of independent contractors. This Agreement sets forth the entire agreement of the Parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter. This Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and assigns. A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the Party that is waiving the rights. This Agreement may not be amended unless the amendment is in writing and signed by authorized representatives of both Parties. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of Texas, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in Travis County, Austin for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

Appendix A Pricing

1. Supply Chain Product Commission.

The price to be paid by Customer to ERIN GLOBAL for each Supply Chain product purchased will earn a commission on the net profits be supported by the approved list price set forth by ERIN GLOBAL current pricing minus any discounts determined by the parties based on the aggregate Supply Chain Order paid by Customers to ERIN GLOBAL under this Agreement during the then-current calendar year. Commissions will only be paid on collected funds by Erin Global Corporation. Any charge back by reseller customers, will be debited against Reseller commission as received.

Profits Paid to ERIN GLOBAL during the calendar year	Reseller Commission List
\$100,000 - \$250,000	10%
\$250,001 - \$500,000	15%
\$500,001 or more	20%

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2. Products price lists to be supplied separately:

Agreed by:

_____.

Date: _____.

Erin Global Corporation:

_____.

Date: _____.