



WARRANTY SERVICES AFFILIATION AGREEMENT

THIS WARRANTY SERVICES AFFILIATION AGREEMENT (“Agreement”) is entered into between WORLD WIDE WARRANTY LIFE SERVICE INC., Suite 351, 255 Newport Dr., Port Moody BC V3H 5H1 (“Warranty Life”) and the retailer described in Exhibit A (“Retailer”).

BACKGROUND:

Warranty Life provides Internet based services which allow purchasers of products to keep track of their warranty data and obtain warranty service information, and also provides extended warranties for purchasers, repair referral, trade in and replacement offers.

Retailer sells products through a physical store location and/or through its web site, and would like Warranty Life’s services to be made available to its customers.

1. DEFINITIONS.

- a. “**Agreement**” means this Warranty Services Affiliation Agreement, and any Exhibits, Schedules and amendments thereto.
- b. “**Buy Back**” means the offer and action to buy back products from the consumer.
- c. “**Buy Back Protection**” refers to a type of warranty plan where it guarantees future value of a product.
- d. “**Customer**” means an individual who has purchased one or more products from Retailer and has been identified to Warranty Life as a customer of Retailer, either by the Retailer identifying the individual or by the individual notifying Warranty Life directly as being a customer of Retailer.
- e. “**Customer Data**” means data and information about Customers and their Product purchases, such as manufacturers’ warranties, and financial institution purchase protection plans, that is provided to or acquired by Warranty Life when the Customers subscribe for Warranty Information Services and/or apply for Extended Warranties.
- f. “**Effective Date**” means the date this Agreement becomes effective, as set out in Exhibit A.
- g. “**Eligible Products**” means those types of products purchased by Customers that are eligible for coverage under an Extended Warranty.
- h. “**Extended Warranty**” means a service contract with an Extended Warranty Provider made available to Customers for servicing their Eligible Products, that applies after the expiration of their manufacturers’ warranties and/or financial institution purchase protection plans, as described in Exhibit B.
- i. “**Extended Warranty Data**” means data and information about or related to a Customer and Customer’s products, which is provided to or acquired by Warranty Life in the course of signing up the Customer for an Extended Warranty or managing the Customer’s Extended Warranties.
- j. “**Extended Warranty Holders**” means those Customers who have acquired Extended Warranties through Warranty Life.
- k. “**Extended Warranty Provider**” means the entity that is a party to, and provides product servicing under, Extended Warranty.
- l. “**Feedback**” means any comments, suggestions and other feedback provided to Warranty Life at any time by Retailer or by Subscribers, in any form and for any purpose, relating to the Warranty Life System or the functionality or features of Warranty Information Services, or accessing, using, operating or exploiting Warranty Information Services.
- m. “**Net Warranty Revenues**” means the gross revenues received by Warranty Life from Extended Warranties that it has arranged for Extended Warranty Holders, less the wholesale price of the Extended Warranties paid by Warranty Life, taxes, credit card and transaction fees, currency exchange costs, returns, cancellations, and charge backs.
- n. “**Partner**” refers to a company that provides a service or is a seller of Warranty Life products and services.
- o. “**Referral Fees**” means the referral fees payable by Warranty Life to Retailer based on Extended Warranties sold by Warranty Life (i) to Customers for Eligible Products purchased from Retailer, (ii) to Customers for Eligible Products purchased from third party retailers, and (iii) to purchasers of

products from Referred Retailers, such fees being calculated based on Net Warranty Revenues and payable as set out in Section 5 and Exhibit A.

- p. **“Recycle”** means the act of providing customers with a process for recycling their items.
- q. **“Repair Referral”** means the act of providing the customer with a means to access repair on products they own.
- r. **“Replacement Offers”** means the act of providing new model updates and promotions to upsell the customer.
- s. **“Referred Retailer”** means a retailer selling goods and/or services that has signed a Warranty Services Affiliation Agreement with Warranty Life as a direct result of the actions of Retailer, such as Retailer leveraging its key contacts for an introduction meeting and then participating in closing the sale or assisting in obtaining the signed contract, as further described in Section 5f.
- t. **“Retailer Storefront”** means one or more physical store locations operated by Retailer in which Customers buy products from Retailer.
- u. **“Retailer Web Site”** means one or more web sites operated by Retailer through which Customers buy products from Retailer.
- v. **“Sales Portal”** refers to the Warranty Life web based system where Partners gain access to tools and information intended for Partners or Retailers.
- w. **“Subscriber Agreement”** means the terms of use that govern use of the Warranty Information Services, which Customers must agree to in order to become Subscribers.
- x. **“Subscribers”** means those Customers who have registered with Warranty Life to receive Warranty Information Services.
- y. **“Taxes”** means all taxes, levies, duties and similar governmental assessments of any nature, including but not limited to value-added, sales, use and withholding taxes, assessable by any local, state, provincial, and federal jurisdiction or entity.
- z. **“Term”** means the term of this Agreement, commencing on the Effective Date and continuing for the period set out in Exhibit A subject to earlier termination as set out in this Agreement.
 - aa. **“Trade in”** means action where a consumer trades in their product for cash.
- bb. **“Trademark License”** means the agreement whereby a party grants the other party a license to use its trademarks in connection with this Agreement, as set out in Exhibit C.
- cc. **“Warranty Information Services”** means Internet based services provided by Warranty Life, which allow Customers to keep track of warranty and extended warranty data applying to products purchased from Retailer and other vendors, and which provide warranty service and support information, as described in Exhibit B, including service program changes implemented by Warranty Life from time to time.
- dd. **“Warranty Life System”** means the systems and facilities, including equipment, software and other resources, used by or on behalf of Warranty Life to provide Warranty Information Services.

2. **AUTHORIZED SUPPLIER RELATIONSHIP.**

- a. **Appointment.** In consideration of Warranty Life paying the applicable Referral Fees to Retailer, and providing valuable Warranty Information Services to Retailer’s Customers, Retailer hereby:
 - 1. appoints Warranty Life as an authorized supplier of Warranty Information Services and Extended Warranties, Buy back protection & Trade in, Repair Referral, Recycling and Replacement offers
 - 2. permits Warranty Life to publically represent itself as authorized by Retailer to supply Warranty Information Services and Extended Warranties, Buy Back & Replacement offers to its Customers, and
 - 3. consents to Warranty Life marketing Warranty Information Services and Extended Warranties, Buy Back and Replacement offers to its Customers.
- b. **Non-Exclusivity.** Warranty Life’s appointment as an authorized provider of Extended Warranties is made on a non-exclusive basis. Retailer reserves the right to directly sell its own or third party extended warranties to its Customers.
- c. **Promotion of Warranty Life.** Retailer shall use reasonable efforts to promote and refer its Customers to the Warranty Information Services and Extended Warranties available to them from Warranty Life, including the promotional activities set out in Exhibit A. During such promotion, Retailer must advise Customers that if their contact information is provided to Warranty Life, then they should expect to be contacted by Warranty Life to offer them Warranty Information Services, Extended Warranties and related services. Retailer shall comply with all branding and marketing guidelines for the

Warranty Information Services and the Extended Warranties established by Warranty Life from time to time. Retailer shall not misrepresent or make misleading claims or statements about the Warranty Information Services or the Extended Warranties, or promote the Warranty Information Services and Extended Warranties in an unethical manner or in a way that is not consistent with Warranty Life's advertising, promotional and marketing programs. Warranty Life shall not be liable in any way for any claims or representations made by Retailer which exceed, conflict in any way with, or are not set out in, the program descriptions published by Warranty Life for the Warranty Information Services or the Extended Warranties. Retailer shall not represent to its Customers that it has the authority to make changes to the program scope or the terms of the Subscriber Agreement or the Extended Warranties, or that such changes can be arranged.

- d. Warranty Life's Conduct. Warranty Life shall avoid deceptive and unethical practices in the marketing, sale and provision of Warranty Information Services and Extended Warranties, and shall make no false or misleading representations regarding Retailer.
- e. Training. Retailer shall use reasonable efforts to become familiar with Warranty Life's Warranty Information Services and Extended Warranties. To support Retailer, Warranty Life shall assist Retailer in training its staff, as set out in Exhibit A.
- f. Customer Data. In order for Warranty Life to be able to offer Warranty Information Services and Extended Warranties to a Customer of Retailer, Warranty Life must receive the Customer Data, either from Retailer or from the Customer. Retailer's obligations to provide Warranty Life with Customer contact information and additional Customer Data, and the data formats and transfer means such as network services, system integration or other means, are described in Exhibit A. Customer Data will be protected by Warranty Life as described in Section 4. Warranty Life has no obligation to evaluate or confirm the accuracy, completeness, validity or any other aspect of Customer Data, and is not responsible for inaccuracies or deficiencies in Customer Data it receives. If Warranty Life identifies any errors or omissions in the Customer Data received from Retailer, then Retailer will co-operate with Warranty Life to correct such errors and omissions. If the Customer Data provided by Retailer contains a sufficient level of detail, then Warranty Life may create an "electronic receipt" containing such Customer Data, and upon providing it to Retailer the "electronic receipt" shall be deemed to be accurate and conclusive for purposes of Customer making product returns, manufacturer warranty claims, purchase protection claims, and Extended Warranty claims.
- g. Warranty Information Services. The Warranty Information Services offered by Warranty Life to Retailer's Customers are described in Exhibit B. Warranty Life is committed to continually improving and enhancing the Warranty Information Services, and reserves the right to modify, add to or delete certain features and/or functionality of the Warranty Information Services from time to time, and to discontinue any or all of the Warranty Information Services, at its sole discretion on 90 days prior notice. Warranty Information Services are subject to unavailability caused by circumstances beyond the reasonable control of Warranty Life and scheduled downtimes of the Warranty Life System. All Warranty Information Services will be provided to a Subscriber by Warranty Life pursuant to the terms of a Subscriber Agreement between Warranty Life and the Subscriber.
- h. Extended Warranties. The Extended Warranties offered by Warranty Life to Retailer's Customers are described in Exhibit B. If Retailer requests that Warranty Life offer an Extended Warranty that is already offered by Retailer which Warranty Life does not already provide, then Retailer must provide sufficient information about such Extended Warranty as set out in Exhibit A, to allow Warranty Life to adequately offer such Extended Warranty. Warranty Life shall have the right to modify the Extended Warranties (except Extended Warranties that originate from Retailer), replace them by other Extended Warranties, or discontinue offering Extended Warranties, at its sole discretion, on 90 days prior notice. Before referring a Customer to Warranty Life's Extended Warranties, Retailer must disclose any applicable manufacturer's Product warranty to the Customer. Extended Warranty servicing is provided to an Extended Warranty Holder by the Extended Warranty Provider (not by Warranty Life), pursuant to the terms of the Extended Warranty between the Extended Warranty Provider and the Extended Warranty Holder. Buy Back Protection plans in Canada will be offered by the retailer to the customer. Warranty Life will assume all liability for Buy Back Protection plans offered and must adhere to guidelines set out in Exhibit A.
- i. Trade In. Trade in or Buy Back offers offered by Warranty Life to Retailer's customers are described in Exhibit B. Warranty Life shall have the right to modify the Trade In (except Trade In that originate from Retailer), replace them by other Trade In, or discontinue offering Trade In, at its sole discretion, on 90 days prior notice.
- j. Repair. Repair offers offered by Warranty Life to Retailer's customers are described in Exhibit B. Warranty Life shall have the right to modify the Repair (except Repair that originate from Retailer), replace them by other Repair offers, or discontinue offering Repair, at its sole discretion, on 90 days prior notice.

- k. Recycle. Recycle offers offered by Warranty Life to Retailer's customers are described in Exhibit B. Warranty Life shall have the right to modify the Recycle (except Recycle that originate from Retailer), replace them by other Recycle offers, or discontinue offering Recycle, at its sole discretion, on 90 days prior notice.
- l. Resell. Resell offers offered by Warranty Life to Retailer's customers are described in Exhibit B. Warranty Life shall have the right to modify the Resell (except Resell that originate from Retailer), replace them by other Resell offers, or discontinue offering Resell, at its sole discretion, on 90 days prior notice.
- m. Replacement. Replacement offers offered by Warranty Life to Retailer's customers are described in Exhibit B. Warranty Life shall have the right to modify the Replacement (except that originate from Retailer), replace them by other Replacement offers, or discontinue offering Replacement offers at its sole discretion, on 90 days prior notice.
- n. Retailer Storefronts. If Retailer sells its products through one or more Retailer Storefronts, then specific procedures available to Retailer for acquiring Customer consents and data transfer requirements are set out in Exhibit A.
- o. Retailer Web Sites. If Retailer sells its products through one or more Retailer Web Sites, then specific procedures available to Retailer for acquiring Customer consents and data transfer requirements are set out in Exhibit A.
- p. Support. Retailer shall advise its Customers that all information about and support for Warranty Information Services and Extended Warranties will be supplied by Warranty Life, either online or by phone or email, and that all requests for support are to be directed to Warranty Life and not to Retailer.
- q. Publicity. Neither Party shall issue any press release or public announcement of any nature or form concerning entering into this Agreement without prior discussion and coordination with the other party. Warranty Life shall have the right to disclose Retailer's Customers as users of Warranty Life products and services.

3. INTELLECTUAL PROPERTY RIGHTS.

- a. Web Site Links. Retailer will display links to Warranty Life's web site solely in connection with promoting the Warranty Information Services and Offers. Retailer shall remove and cease further displays of links to Warranty Life's web site on termination or expiration of this Agreement.
- b. Trademark License. As set out in the Trademark License attached as Exhibit C, each party grants to the other party the right to use certain of its trademarks solely in connection with promoting the Warranty Information Services and Extended Warranties. Termination or expiration of this Agreement shall automatically terminate the Trademark License.
- c. No Rights Granted to Warranty Life System. This Agreement is only an affiliation agreement between Retailer and Warranty Life. Warranty Life owns and retains all right, title and interest in and to the Warranty Life System, and Retailer shall not acquire any rights to any part of the Warranty Life System.
- d. Feedback. Warranty Life shall have the right to use and incorporate into the Warranty Life System and the Warranty Information Services, any Feedback that it receives, without charge or restriction.

4. PRIVACY AND SECURITY.

- a. Personal Information and Privacy. It is acknowledged that each Customer owns the Customer Data which relates to such Customer. Retailer shall ensure that prior to providing any Customer Data to Warranty Life, Retailer obtains the consent of each Customer to disclose this information to Warranty Life for the purpose of Warranty Life offering and providing Warranty Information Services, Extended Warranties and related products and services to the Customer, and that the nature of the Customer's consent complies with all laws and regulations applicable to Retailer. To the extent that any of the Customer Data is personal information or data, then it will be subject to the **Privacy Policy** which Warranty Life has adopted.
- b. Data Transfer. Retailer shall use commercially reasonable means, during the transfer of the Customer Data to Warranty Life to prevent the transmission of viruses, worms, time bombs, Trojan horses and other harmful or malicious code, or spam, and shall not interfere with or disrupt the integrity or performance of the Warranty Life System or attempt to gain unauthorized access to the Warranty Life System.
- c. Data Security. Although Warranty Life takes commercially reasonable security measures to prevent unauthorized access to Customer Data, since the Warranty Information Services and Extended Warranties are managed and provided over the Internet, the Warranty Life System and Customer

Data are subject to hacking attempts and web security cannot be completely guaranteed. Warranty Life shall maintain appropriate backup facilities for Customer Data. However, the Customer Data maintained by Warranty Life is not intended to be a backup facility for Retailer's own Customer records and Warranty Life shall not have any obligation to replace or reconstitute Retailer's Customer records.

- d. Data. In the course of signing up a Customer or managing the Customer's Extended Warranties, Warranty Life will acquire Extended Warranty Data, comprised of information about or related to such Customer and Customer's products. Warranty Life shall not disclose the Data of any Customer to Retailer or any third party, except with the consent of and as directed by such Customer.
- e. RESTRICTIONS ON USE. WARRANTY LIFE SHALL NOT SELL THE CUSTOMER CONTACT INFORMATION, SUBSCRIBER DATA, OR EXTENDED WARRANTY DATA, OR USE IT TO SPAM, OR DISCLOSE IT TO ANYONE EXCEPT TO THE DEGREE NECESSARY TO OFFER AND PROVIDE THE WARRANTY INFORMATION SERVICES, EXTENDED WARRANTIES AND RELATED PRODUCTS AND SERVICES. Warranty Life shall have the right to use anonymized data and statistics extracted from Customer Data and Extended Warranty Data to improve its Warranty Information Services and Extended Warranties.

5. FEES AND PAYMENT.

- a. Referral Fees. Warranty Life shall pay Referral Fees to Retailer in the following cases:
 - I. when Extended Warranties are sold by Warranty Life to Customers for Eligible Products they purchased from the Retailer,

Referral Fees are based solely on records maintained by Warranty Life, and are calculated on the Net Warranty Revenues actually received by Warranty Life from the sale of the Extended Warranties, as described in Exhibit A. Warranty Life shall have the right to change the rates of the Referral Fees on 90 days prior written notice.

- b. Currency and Exchange Rate. Payment of Referral Fees shall be made in the currencies set out in Exhibit A. The exchange rates used for purposes of calculating Referral Fees shall be the ones quoted at the web site set out in Exhibit A or the replacement site specified by Warranty Life from time to time.
- c. Reporting and Payment. Warranty Life shall for each calendar month during the Term prepare for Retailer a report showing the calculation of the Referral Fees applicable to such month, and provide it within 30 days of the end of such month. Warranty Life shall pay Retailer the applicable Referral Fees each month together with the applicable report, unless the Referral Fees are below the minimum threshold amount set out in Exhibit A, in which event they shall accrue to the Retailer's account until paid when they exceed such threshold. If there are any Referral Fees outstanding when this Agreement is terminated or expires, then Warranty Life shall pay such Referral Fees to Retailer within 30 days of the date of termination or expiration. Any dispute as to a report must be made by Retailer within 90 days of being received, after which the report shall be deemed final and any objection thereto waived. Payment to be made internationally shall be in the form and by the means set out in Exhibit A.
 - a. Trade In / Recycle / Buy Back. Where the item has value, upon receipt, Warranty Life will confirm item condition and buy back amount. Devices will be assessed within 72 hours of receipt. Payments will be executed within 2 weeks of receipt.
- d. Referral Fee Adjustments. Warranty Life shall have the right to debit against Retailer's future Referral Fees amounts to reflect Extended Warranties, that become subject to charge backs, returns and any other causes which require that all or a portion of their purchase price be refunded to the Extended Warranty Holder. If there are any such amounts to be debited when this Agreement is terminated or expires, and Retailer is not entitled to receive Referral Fees that cover such amounts to be debited, then Retailer shall immediately repay the amounts which are not covered.
- e. Taxes. Warranty Life shall pay all Taxes assessable on the Warranty Information Services. Retailer shall pay all Taxes assessable on the Referral Fees that it receives from Warranty Life.
- f. Referred Retailers. In order for Retailer to have any third party be classified as a Referred Retailer for purposes of the third party's product sales being subject to Referral Fees due to Retailer under Section 5a(3), Warranty Life must have previously confirmed in writing the status of such third party as a Referred Retailer.

6. CONFIDENTIALITY.

- a. Confidentiality. Each party ("Recipient") shall keep confidential any information disclosed to it by the other party ("Disclosing Party") which is marked confidential or which the Disclosing Party describes as confidential in writing to the Recipient within 30 days of disclosure (collectively "Confidential Information"). Confidential Information includes this Agreement and the confidential and trade secret aspects of the Warranty Life System. Confidential Information will not include (i)

information which becomes public information through no breach of Recipient, (ii) information which the Recipient had in its possession prior to receiving it from the Disclosing Party, provided such information was obtained without restrictions (iii) information which the Recipient develops without incorporating, relying on or reference to the Confidential Information, and (iv) information which the Recipient receives from a third party who obtained such information without restrictions. Confidential Information may be disclosed only to employees or contractors of Recipient with a "need to know" for purposes of this Agreement who are bound by confidentiality obligations substantially similar to those in this Agreement. Neither party will disclose the other party's Confidential Information to any third party without the other party's written consent, except as otherwise provided in this Agreement. If a Recipient is ordered by a court or government agency to disclose a Disclosing Party's Confidential Information, it shall before such disclosure immediately notify the Disclosing Party and assist the Disclosing Party as reasonably requested in order to protect such Confidential Information from disclosure to the extent reasonably possible. All Confidential Information shall only be used for purposes of, or as specified by, this Agreement.

- b. **Return of Confidential Information.** Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, each Recipient shall promptly deliver to the Disclosing Party all originals and copies of any documents and material in any form containing the Disclosing Party's Confidential Information in its possession, or shall destroy same and certify the destruction to the Disclosing Party, except for copies of any information required to be retained by law.
- c. **Remedy.** The parties acknowledge that a breach of the foregoing confidentiality obligations would cause irreparable harm to a Disclosing Party, the extent of which would be difficult to ascertain. Accordingly, in addition to any other remedies to which the injured party may be legally entitled, it shall have the right to obtain immediate injunctive relief, specific performance or other equitable relief, in the event of a breach of the confidentiality obligations by the other party or any of its officers, employees, consultants or customers, without the need to show irreparable harm or its scope.

7. TERM AND TERMINATION.

- a. **Initial Term.** The Term of this Agreement will begin on the Effective Date and will continue for the period set out in Exhibit A, subject to earlier termination as provided in this Agreement.
- b. **Termination at Will.** Each party shall have the right to terminate this Agreement at any time upon 90 days prior written notice, at its sole discretion without cause.
- c. **Termination for Cause.** Either party may terminate this Agreement on 7 days prior written notice if the other party becomes insolvent, is unable to pay its debts or perform its obligations as they mature, or makes an assignment for the benefit of creditors, or may terminate immediately if the other party is in material breach of any provision of this Agreement and has failed to cure the breach within 14 days of written demand.
- d. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason:
1. Warranty Life shall stop representing itself as being an authorized affiliate of Retailer,
 2. Retailer shall stop all new referrals to the Warranty Information Services and the Extended Warranties, and
 3. all existing Extended Warranties and Subscriber Agreements shall continue in full force and effect, with Warranty Life being entitled to continue dealing directly with the Subscribers and Extended Warranty Holders.

8. WARRANTY.

- a. **Warranty.** Warranty Life warrants to Retailer that it will use commercially reasonable efforts to make the Warranty Information Services and the Extended Warranties, Buy Back, Trade In, Recycle, Resell, Repair, Replacement available to Retailer's Customers, substantially in conformance with the program descriptions provided by Warranty Life and this Agreement. Warranty Life does not warrant that Warranty Information Services or the Extended Warranties will meet all of the Customers' requirements, or that the use or access to Warranty Information Services will be uninterrupted or error-free, or that they will always be offered.
- b. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WARRANTY LIFE MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO WARRANTY INFORMATION SERVICES OR THE EXTENDED WARRANTIES OR THE RESULTS OF THEIR USE, AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

9. LIMITATION OF LIABILITIES.

- a. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. LIMITATION OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF EACH PARTY FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, AND LITIGATION FEES AND COSTS OF ANY NATURE WHATSOEVER, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, SHALL NOT EXCEED THE TOTAL REFERRAL FEES PAYABLE UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITIES AND CAUSES OF ACTION, HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.
- c. Inaccurate Product Data. Because Warranty Life relies on third parties to supply the Customer Data and information about manufacturers' warranties and purchase protection plans, whether provided by Customers, Retailer, manufacturer or a financial institution, Warranty Life shall not be liable in any way for any deficiencies in the Warranty Information Services or Extended Warranties arising from or contributed by errors, omissions or misleading aspects of such data or information.

10. GENERAL PROVISIONS.

- a. Assignment. Neither party may assign this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, and any such assignment without consent shall be null and void. This Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- b. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be resolved as follows. A representative of the party who raises the dispute will notify the other party's representative in writing of the dispute, and the non-complaining party will exercise good faith efforts to resolve the matter by mutual agreement as expeditiously as possible within 15 days. Failing such resolution, the matter will be addressed by an executive officer of each party for resolution by mutual agreement as expeditiously as possible within the next 30 days. If the dispute is not resolved through these methods, the dispute shall be referred to mediation as mutually agreed on by both parties.
- c. Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.
- d. Governing Law. This Agreement shall be governed by the laws of the Province of British Columbia, Canada, excluding its conflict of laws provisions. The parties expressly reject application of the United Nations Convention on Contracts for the International Sale of Goods.
- e. Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing. Notice shall be considered effective on the earlier of actual receipt, or (i) the day following transmission if sent by email or fax, if followed promptly thereafter by written confirmation by registered overnight carrier or registered mail, (ii) one day after posting when sent by registered private overnight carrier, or (iii) five days after posting when sent by registered mail. Notice shall be sent to Warranty Life and Retailer at the applicable address set forth in this Agreement, or at such other address as shall be given by either party to the other in writing in accordance with this provision.
- f. Independent Contractors. The parties are independent contractors. Neither party shall be deemed to be an joint venturer, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- g. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- h. Compliance with Laws. Each party shall comply fully with all laws, regulations and government orders that apply to it, in carrying out its obligations under this Agreement.
- i. Force Majeure. Neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God or nature, fire, floods, earthquake, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, lockouts, or other labour or industrial disputes, or governmental action.
- j. Survival. In the event of expiration or termination of this Agreement, the following provisions shall be deemed to survive: Sections 3, 6, 7d, 8, 9 and 10. Expiration or termination of this Agreement shall

not relieve the parties of any obligation or liability accruing or arising prior to such expiration or termination.

- k. English Language. It is the express will of Retailer and Warranty Life that this Agreement and related documents be prepared in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.
- l. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- m. Complete Understanding. This Agreement constitutes the final, entire and exclusive agreement between the parties with respect to the subject matter hereof, and supercedes all other prior letters of intent, agreements and understandings.
- n. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. Facsimile or other electronically captured and transmitted signatures may substitute for and have the same legal effect as the original signature, and shall be effective and legally binding upon receipt by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

WORLD WIDE WARRANTY LIFE SERVICE INC.

(Retailer)

By (signature):

By (signature):

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT A

RETAILER INFORMATION AND SCOPE OF AGREEMENT

1. **RETAILER**
 - a. Name:
 - b. Address:
 - c. Contact Person:
 - d. Retail Operations subject to this Agreement:

2. **TERM**
 - a. Effective Date: Today
 - b. Term: 2 years (may terminate earlier, see termination clause)

3. **REFERRAL FEES**
 - a. "Net Warranty Revenues": means the gross revenues received by Warranty Life from Extended Warranties that it has arranged for Extended Warranty Holders, less the wholesale price of the Extended Warranties paid by Warranty Life, taxes, credit card and transaction fees, currency exchange costs, returns, cancellations, and charge backs.
 - b. Applicable Referral Fees apply in the following cases, at the rates set out:
 - i. Extended Warranty sold by Warranty Life to a Customer for an Eligible Product purchased from the Retailer: 50% of the Net Warranty Revenue received by Warranty Life from the sale of the Extended Warranty
 - c. Payment Method: Via Warranty Life portal. Credit Card or Check
 - d. Referral Fees are payable to Retailer in the following currency: Canadian or USD
 - e. The exchange rate used for calculating the Referral Fees is based on the following: None.
 - f. Monthly minimum threshold amount for payment of Referral Fees: \$200

4. **PROMOTIONAL ACTIVITIES**
 - a. By Retailer: Collection of members to Warranty Life for free. Data acquired and remitted on a monthly basis in Excel format includes:
 - i. Date of purchase
 - ii. Customer First Name,
 - iii. Customer Last Name,
 - iv. Make and model description
 - v. Contact Phone
 - vi. Email
 - vii. State Province
 - b. By Warranty Life: Web based marketing, email

5. **TRAINING**
 - a. Scope: Web based portal, email and phone support during business hours. Warranty Life will participate in webinar to support initial roll out.

6. **CUSTOMER DATA**
 - a. Current to Sales Portal
 - b. Current to API

7. **EXTENDED WARRANTIES SPECIFIED BY RETAILER**
 - a. Live plans accessed via Sales Portal or API
 - b. Buy Back Protection plans are being created, see separate Terms and Conditions.

8. **BUY BACK**
 - a. Access via Sales Portal or public side
 - b. Devices collected at retail location from consumers
 - c. Retailer will collect devices from customer in store and send to Warranty Life. Warranty Life will arrange to send cheque or Paypal direct to customer or retailer in the case of in-store credit

- d. Warranty Life to provide pre-paid shipping labels and shipping material on a weekly basis. May be more frequent if collection exceeds 10 devices. Retailer will send devices in no longer than 5 business days after receipt from customer.
 - e. Retailer may opt to collect \$0 devices
9. **REPAIR**
- a. If retailer chooses to engage, Retailer will log any repairs via the Warranty Life sales portal. Warranty Life will provide pre-paid mailing packages to retail locations.
10. **RECYCLE**
- a. Accessed via Sales Portal or public side
11. **REPLACE**
- a. Accessed via public side

EXHIBIT B

WARRANTY INFORMATION SERVICES PROGRAM

See web site

EXTENDED WARRANTY PROGRAM

See web site

Trade In / Recycle / Buy Back

To be determined

EXHIBIT C

TRADEMARK LICENSE AGREEMENT

1. Grant of License

- a. Subject to and conditional on compliance with this Trademark License Agreement (“**Trademark License**”), each party as “Licensor” hereby grants to the other part as “Licensee”, a non-exclusive, royalty-free right to use its respective trademarks (“**Licensed Marks**”) listed in the attached Schedule 1, solely in connection with promoting the Warranty Information Services and Extended Warranties, and otherwise in order to fulfill its obligations hereunder the Warranty Services Affiliation Agreement between Warranty Life and Retailer.

2. Trademark Use

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- d. All use of the Licensed Marks or variations thereof shall inure solely to the benefit of Licensor.
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- d. Licensee shall at Licensor’s request provide assistance and sign such documents, including assignments, that may be reasonably necessary for Licensor to secure, maintain and protect its ownership in and use of the Licensed Marks. Licensor shall reimburse Licensee for reasonable expenses incurred in assisting Licensor pursuant to this provision.

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- a. Licensee shall notify Licensor promptly if Licensee learns of any acts of infringement or unfair competition involving the Licensed Marks, or any claims made concerning the Licensed Marks that interfere with or challenge Licensor’s rights, title or interest in and to the Licensed Marks.
- b. Licensor may take whatever action it deems necessary or desirable to protect the Licensed Marks, at its expense.
- c. Licensee shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Marks without Licensor’s prior written consent.

5. Warranties

- a. Licensor makes no warranties of any kind as to the Licensed Marks, including the validity of Licensor’s rights in the Licensed Marks in any country, and disclaims any and all warranties otherwise imposed or implied by applicable law, including warranties against infringement of third-party marks and similar rights.

6. Term

- a. The term of this Trademark License shall be contemporaneous with the term of the Warranty Services Affiliation Agreement, and if the Warranty Services Affiliation Agreement is terminated or expires, this Trademark License shall likewise contemporaneously terminate or expire and be of no further force and effect.
- b. From and after termination or expiration of this Trademark License, Licensee shall cease and desist from all use of the Licensed Marks.

7. Survival

- a. In the event of expiration or termination of this Trademark License, Section 3 of this Trademark License shall be deemed to survive.

SCHEDULE 1 TO EXHIBIT C

TRADEMARKS

PART ONE:

LICENSOR: Warranty Life

LICENSEE: Retailer

TRADEMARKS: (1) WARRANTY LIFE (2) GET WHAT YOU PAY FOR (3) GET MORE WHEN YOU BRING IT TO LIFE