

THIS AGREEMENT ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Ingram Micro Inc. ("Ingram Micro"), with offices at 55 Standish Court, Mississauga, Ontario, L5R 4A1, and Resellers Company Name ("Reseller") \_\_\_\_\_ with offices at \_\_\_\_\_ Reseller Address.

## RECITALS

- A. Ingram Micro distributes various computer products including both hardware and software ("Products") and Services through a network of computer and office Product resellers.
- B. Ingram Micro provides a supplemental program (the "VentureTech Network™ program") under the name "VentureTech Network™" to make available to Resellers certain assistance and Services for marketing particular types of computer Products or for marketing to a targeted segment of computer end users.
- C. Reseller wishes to participate in the VentureTech Network™ Program and is willing to abide by the requirements of the VentureTech Network™ Program in accordance with the terms and conditions of this Agreement. Reseller is willing to abide by all other rules and procedures established by Ingram Micro regarding the VentureTech Network™ Program as stated in the VentureTech Network™ Channel Program Guide ("Channel Program Guide") as hereinafter defined. In consideration of the rights and privileges granted under this Agreement, Ingram Micro and Resellers agree as follows:

### 1. Resellers Participation in the VentureTech Network™ Program.

Reseller agrees to Ingram Micro's standard Sales Terms and Conditions as published in Ingram Micro's Comprehensive Catalogue and/or may have entered into a Resale Agreement with Ingram Micro (the "Resale Agreement") whereby Reseller purchases certain computer and office Products and related Services for resale. This Agreement is intended to supplement and, to the extent necessary, amend the terms of the Resale Agreement and/or Ingram Micro's standard Sales Terms and Conditions, which are hereby incorporated by reference. In the event of a conflict between the terms of the Comprehensive Catalogue and/or the Resale Agreement and the terms of this Agreement, the terms of this Agreement shall prevail. Reseller represents and warrants that its performance under this Agreement shall be in compliance with all of the terms and conditions of any contract it may have with its end user customers and shall be acceptable to such end user customers.

### 2. VentureTech Network™ Program Requirements.

- (a) **Access Code**, Ingram Micro will issue to Resellers a confidential access code to the VentureTech Network™ web site. Ingram Micro may change this access code quarterly and will notify Reseller of such change or Ingram Micro may change the access code upon request by Reseller. Reseller assumes full responsibility for monitoring and restricting the use of its access code user identification numbers, and other security measures subject to control by Reseller. Ingram Micro will have no obligation to confirm the validity of any access code or the authority of the person using the access code in this manner. Reseller will disclose the access code only to its personnel with a need to know.
- (b) **Primary Supplier**, Reseller agrees to name Ingram Micro as its primary supplier and its annual Product purchases from Ingram Micro must be at least sixty-five per cent (65%) of its total Product purchased through wholesale distribution and/or aggregation, provided Products are available within a reasonable period of time and at a competitive price. This volume commitment is based on information provided by Reseller in its original application and may be mutually reviewed and adjusted quarterly. If Product purchases fall below sixty-five per cent (65%) for a period of three (3) consecutive months, Ingram Micro may, at its option and upon notice, terminate Resellers membership in the VentureTech Network™ Program. Reseller must currently possess or have the potential to obtain within a reasonable amount of time the target marketshare of the available small and medium business in its geographic area. Ingram Micro will use a third party to assess the marketshare potential of geographic areas and Ingram will set the marketshare expectations for the Reseller.
- (c) **Reseller** is required to maintain a minimum number of authorizations and certifications and participate in quarterly VentureTech Network™ Program profiles as further defined in the Channel Program Guide.

**3. Channel Program Guide**, the Channel Program guide is the property of Ingram Micro will not, without the prior consent of Ingram Micro, disclose information relating to the VentureTech Network™ Program revealed in this Agreement, the Channel Program guide, or otherwise communicated to reseller by Ingram Micro. No changes shall be made to the Channel Program Guide with respect to vendor authorizations and the levels of authorizations required to participate in the VentureTech Network™ Program. The Channel Program guide, as changed by Ingram Micro from time to time, and the terms contained in those documents, are hereby incorporated in the Agreement by reference.

**4. Use of Program Identification**, Resellers may use the VentureTech Network™ Trademark, service mark and related logos ("VentureTech Network™ Trademarks") to identify the Services provided through the VentureTech Network™ Program to its end user customers. Reseller acknowledges that the VentureTech Network™ Trademark is the exclusive property of Ingram Micro and that it may not be duplicated or distributed to be used by anyone, unless Ingram Micro first gives its permission, and that Reseller's only rights to the VentureTech Network™ Trademarks are as set forth in this Agreement and the Channel Program Guide. Any unauthorized use of the VentureTech Network™ Trademarks will constitute on the rights of Ingram Micro for which Reseller may be liable for damages or subject to equitable relief to the benefit of Ingram Micro. Reseller shall not use the VentureTech Network™ Trademarks as part of its corporate, legal or DBA name unless Ingram Micro first gives its permission. Reseller understands that his Agreement does not give reseller any rights to use any other trademarks as may be owned by Ingram Micro, other than the right to use the VentureTech Network™ Trademarks.

**5. VentureTech Network™ Program Records**. Reseller will provide to Ingram Micro such information regarding its Ingram Micro business in a form as Ingram Micro may reasonably request from time to time which may include, but not limited to, copies of unaudited annual financial statements, prepared in accordance with generally Accepted Accounting Principles.

**6. VentureTech Network™ Program Fees and Payment**. Ingram Micro will charge a quarterly fee for each Reseller's locations as further defined in Exhibit A attached hereto. Non-payment shall be deemed an immediate default of this Agreement and be subject to immediate termination of Reseller's membership in the VentureTech Network™ Program upon written notice.

**7. Terms of Reseller's Participation in the VentureTech Network™ Program**. The initial term of this Agreement shall be the lesser of one (1) year or co-extensive with the term of the Resale Agreement. At the end of the initial term of the Agreement, this Agreement shall be renewed for successive one (1) year terms, so long as any such renewal terms does not exceed the length of the then-current term of the Resale Agreement. Notwithstanding the foregoing, Ingram Micro is not obligated to agree to extend the term of this agreement with Reseller.

**8. Termination**. Either party may terminate this Agreement including any renewal term, without cause, by giving thirty (30) days advance written notice to the other party. Ingram Micro may terminate this Agreement immediately for cause upon written notice ("Notice Period"), which notice will include a ten (10) day opportunity to cure, if Ingram Micro, in its sole discretion, determines that:

- a) Reseller fails to meet and maintain the requirements of Section 2 (b);
- b) Reseller has made an assignment for the benefit of its creditors, is declared bankrupt or insolvent or voluntarily institutes a bankruptcy proceeding;
- c) Reseller makes, or attempts to make, an unauthorized transfer of this Agreement;
- d) Reseller has defaulted in its obligations under this Agreement or the Channel Program guide and fails to cure such defaults within the Notice period;
- e) the Reseller participation in the VentureTech Network™ Program is not in the best interests of the Network™ Program; and
- f) it is in the best interest of Ingram Micro that the VentureTech Network™ Program be terminated.

**9. Obligations of Reseller Upon Termination or Expiration.** Reseller is obligated upon termination or expiration of this Agreement to:

- a) immediately refrain from using or copying any of the advertising shells and/or advertising styles and designs, supplied or made available by Ingram or using or containing references to the VentureTech Network™ Program in any manner or form, and cease to identify itself as being associated with the VentureTech Network™ Program and destroy or deliver to Ingram Micro all signs, sign faces, catalogues, advertising materials, forms and other materials bearing any reference to the VentureTech Network™ Program or otherwise identified with the VentureTech Network™ Program as well as the Channel Program Guide and all other information proprietary to Ingram Micro;
- b) promptly notify the telephone company and all listing agencies of the termination or the Reseller's right to use the VentureTech Network™ Trademarks or any name containing the VentureTech Network™ Trademarks; and
- c) notify all end user customers and product supply vendors, if required, of the termination or expiration of this agreement.

The Reseller shall within thirty (30) days of the effective date of termination or expiration give written notice and satisfactory evidence to Ingram Micro that it has complied with each of the above provisions in this Section.

**10. Indemnification.** RESELLERS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS INGRAM MICRO. ITS SHAREHOLDERS, THIRD PARTY PROVIDERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (IN CONTRACT OR OTHERWISE), EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES) AND LIABILITIES, OR ANY RIGHTS OF ANY PERSON, ARISING OUT OF RESELLER'S ACTS, OMISSIONS, OR MISREPRESENTATIONS IN CONNECTION WITH ITS PROCURMENT OF BUSINESS UNDER THE PROGRAM, OR ITS PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHER CONTRACTS ARISING OUT OF OR UNDER THIS AGREEMENT. RESELLER ALSO AGREES THAT IN THE EVENT ITS CONDUCT OR FAILURE TO ACT, DAMAGES OR THREATENS TO DAMAGE A CLIENT BUSINESS RELATIONSHIP IN A MANNER WHICH REQUIRES INGRAM MICRO TO EXPEND RESOURCES OR INCUR COSTS TO CORRECT SUCH DAMAGES, RESELLERS WILL REIMBURSE INGRAM MICRO FOR SUCH COSTS.

**11. Confidentiality.** Without prior written approval of Ingram Micro, Reseller shall not, either during or subsequent to the term of this Agreement, directly or indirectly, disclose any "Confidential Information", defined hereinafter, for any purpose whatsoever, other than to those employees who participate directly in the performance of this Agreement, and shall not use in an unauthorized manner or reprint or duplicate Confidential Information except for the purpose of carrying out this Agreement. Reseller confidentiality agreements as will permit Reseller to perform its obligations hereunder. "Confidential Information", shall mean all information in whatever form or format regarding Ingram Micro, including but not limited to, the Channel Program Guide, the access code, customer leads, customer lists, customers of other Ingram Micro resellers, financial information, plans, Product availability, Product pricing, Product allocation methods, forecasts and business strategies that may be provide to Reseller regarding this Agreement. Reseller acknowledges that the Confidential Information is proprietary information that constitutes trade secret of Ingram Micro, which if disclosed could damage Ingram Micro's business. Confidential information shall not include any such information which is (i) or becomes generally available to the public other than as a result of unauthorized disclosures by Reseller, and (ii) has been or is made available to Reseller from a third party which is not under an obligation of Confidentiality to Ingram Micro. Ingram Micro will treat as confidential, and will not disclose to any third party, resellers' application and supporting materials, including financial statements, submitted to Ingram Micro in connection to the reseller's initial application to participate in the VentureTech Network™ Program. Reseller will, upon request from Ingram Micro, as part of its participation with the VentureTech Network™ Program, provide Ingram Micro with sales and marketing information relating to resellers VentureTech Network™ Program business. Reseller agrees that Ingram Micro may disclose to vendors, such sales and marketing information regarding resellers Ingram Micro business provided by resellers to Ingram Micro in connection with the VentureTech Network™ Program. Reseller agrees that Ingram Micro may use such sales and marketing information to audit Reseller's participation in the VentureTech Network™ Program or for other purposes that are connected with reseller's initial application to participate in the VentureTech Network™ Program. Reseller waives any and all claims, actions or rights against Ingram Micro based on any such use by them of the information, or based on any disclosure by them of any information not required to be treated as confidential under the terms of this Section. Notwithstanding any other provision of this Agreement, violation of any provision of this section shall be deemed to constitute a material breach of this Agreement and shall be the basis for immediate termination of this Agreement and the Services provided hereunder, and shall give Ingram Micro the right to seek immediate injunctive relief in addition to all other available remedies at law and in equity.

**12. Disclaimer of Warranty and Limitations of Liability.** THE MATERIALS PROVIDED TO RESELLERS HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ANY AND ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. INGRAM MICRO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE, ARISING OUT OF RESELLER'S PARTICIPATION IN THE VENTURETECH NETWORK™ PROGRAM OR RESELLER'S USE OF OR INABILITY TO USE THE PROGRAM MATERIALS EVEN IF INGRAM MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**13. Sole Agreement.** This Agreement (including any Attachments or Exhibits hereto and the Channel Program Guide) are intended to be the sole and complete statement of obligations of Ingram Micro And Reseller regarding Services to be rendered by Ingram Micro to Resellers under the VentureTech Network™ Program and supersede all prior understandings, negotiations, and proposals regarding the VentureTech Network™ Program. No waiver or change to this agreement, other than to the Channel Program Guide as provided for herein, will be binding unless it is in writing and signed by an authorized representative of Ingram Micro and Reseller.

**14. Survival of Terms.** If any provisions of this Agreement or of any Attachment or Exhibit hereto is found to be unenforceable or void as a matter of law, all other provisions will remain in full force and unaffected, in the event the Agreement is terminated in accordance with the terms of Section 8, Sections 8,9,10,11, 12, and 14 will survive and remain in full force and will not hereby be terminated:

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.**

"Reseller"

By: \_\_\_\_\_  
(Officer of the Company)

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

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

"Ingram Micro"

By: \_\_\_\_\_  
Ingram Micro Representative

Ingram Micro will charge resellers a quarterly membership investment of \$500 for a single location in exchange for VentureTech Network™ program and services. If Reseller has more than one location, then the membership investment is \$400 for the first location and \$200 for each additional location thereafter.

Ingram Micro will invoice Reseller prior to the start of each Ingram Micro fiscal quarter. Payment is due immediately upon receipt of the invoice.

### CUSTOMER INFORMATION (please print)

Ingram Micro Account No.: \_\_\_\_\_  
Reseller Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, Province, P.C.: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Internet E-Mail Address: \_\_\_\_\_

Please list any additional information which should apply to this Agreement (or attach a list):

Ingram Micro Account No.: \_\_\_\_\_  
Reseller Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, Province, P.C.: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Internet E-Mail Address: \_\_\_\_\_

Ingram Micro Account No.: \_\_\_\_\_  
Reseller Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, Province, P.C.: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Internet E-Mail Address: \_\_\_\_\_