

AUTHORIZED RESALE AGREEMENT

This **AUTHORIZED RESALE AGREEMENT** (the "Agreement") is entered into as of the ____ day of _____ 201____ (the "Effective Date"), by and between **Williams Trading Co** with an office located at 9250 Commerce Hwy Pennsauken NJ 08110 (the "Company") and _____ (the "Authorized Reseller").

1. Authorized Resale of the Products. During the Term of this Agreement, the Authorized Reseller may only sell, on a non-exclusive basis, the JOPEN products specified on Schedule A attached hereto (the "Jopen Products"), directly to consumers for personal use, all on the terms and conditions contained herein.

2. Minimum Pricing on Resale. Authorized Reseller acknowledges and agrees that all Jopen Products shall be sold and advertised for sale to end purchasers and users of the Jopen Products at no less than the minimum price for each such Jopen Product, as specified on Schedule A attached hereto (the "Minimum Price"). The Minimum Price may be adjusted (either increased or decreased) from time to time during the Term.

3. Independent Contractor. Authorized Reseller agrees that it is an independent contractor of the Company, and that Authorized Reseller shall not make any representations as or imply that Authorized Reseller is an agent or legal representative of the Company or Jopen LLC ("Jopen") for any purpose. It is acknowledged and agreed that Jopen is the producer of the Jopen Products.

4. Compliance with Laws. Authorized Reseller agrees to comply with all laws, rules, regulations and ordinances that apply in connection with the sale and advertisement of the Jopen Products.

5. Term. This term of this Agreement is for one (1) year, and shall automatically renew for successive one (1) year terms until either: (i) one party gives the other party thirty (30) days prior written notice of its election to terminate this Agreement; or (ii) Company terminates this Agreement on written notice to Authorized Reseller as a result of Authorized Reseller's breach of this Agreement (the "Term").

6. Records. Authorized Reseller shall keep and maintain at its place of business accurate records related to the sale of all Jopen Products.

7. Covenants of Authorized Reseller. During the Term, Authorized Reseller agrees to the following:

(a) Authorized Reseller will conduct business in a manner that reflects favorably at all times on the Jopen Products and the good name, goodwill and reputation of Jopen and the Company;

(b) Authorized Reseller shall avoid deceptive, misleading or unethical practices that are or might be detrimental to the Company or Jopen;

(c) Authorized Reseller shall make no false or misleading representations with regard to the Jopen Products;

(d) Authorized Reseller shall not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the Jopen Products; and

(e) Authorized Reseller shall make any representations, warranties or guarantees to customers with respect to the features or capabilities of the Jopen Products that are inconsistent with the literature distributed in connection with the sale and use of the Jopen Products.

8. Miscellaneous.

(a) Governing Law. This Agreement shall be governed in all respects by the laws of the State of California without regard to principles of conflicts of laws.

(b) No Waiver. Company shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Company. No delay or omission on the part of Company in exercising any right shall operate as a waiver of such right or any other right. A waiver by Company of a provision of this Agreement shall not prejudice or constitute a waiver of Company right otherwise to demand strict compliance with that provision or any other provision of this Agreement. Neither prior waiver by Company, nor any course of dealing between Company and Authorized Reseller shall constitute a waiver of any of Company's rights or of any of Authorized Reseller's obligations as to any future transactions.

(c) Expenses of Suit. If legal action is commenced to enforce the performance of any part of this Agreement, the prevailing party shall be paid by the other party the prevailing party's reasonable attorney's fees and expenses.

Williams Trading Co

Name: _____

Title: _____

Signature: _____ **Date:** _____

AUTHORIZED RESELLERS

Company Name: _____

Name: _____

Title: _____

Signature: _____ **Date:** _____

Schedule A

Suggested Retail Prices and Minimum Resale Prices for Products

Jopen, LLC

Wholesale Price List

February 1st, 2012

No.	UPC No.	Description	Case	Whsl.	MSRP
JO-4709-00-1	815768010389	Intensity Electrode Gel	12	\$ 2.75	\$ 5.99
JO-4710-00-3	815768010372	Intensity by Jopen	2	\$ 138.80	\$ 249.99
JO-4759-14-3	815768010013	Vanity by Jopen - Vr1	6	\$ 81.70	\$ 163.99
JO-4760-14-3	815768010020	Vanity by Jopen - Vr2	6	\$ 73.40	\$ 146.99
JO-4761-14-3	815768010037	Vanity by Jopen - Vr3	6	\$ 74.75	\$ 149.99
JO-4762-14-3	815768010044	Vanity by Jopen - Vr4	6	\$ 74.75	\$ 149.99
JO-4762-20-3	815768010396	Vanity by Jopen - Vr4.5	6	\$ 80.65	\$ 152.99
JO-4763-14-3	815768010051	Vanity by Jopen - Vr5	6	\$ 74.75	\$ 149.99
JO-4763-20-3	815768010402	Vanity by Jopen - Vr5.5	6	\$ 78.75	\$ 149.99
JO-4764-14-3	815768010068	Vanity by Jopen - Vr6	6	\$ 78.70	\$ 157.99
JO-4764-20-3	815768010419	Vanity by Jopen - Vr6.5	6	\$ 74.65	\$ 141.99
JO-4765-14-3	815768010075	Vanity by Jopen - Vr7	6	\$ 90.65	\$ 180.99
JO-4766-14-3	815768010082	Vanity by Jopen - Vr8	6	\$ 73.70	\$ 147.99
JO-4767-14-3	815768010099	Vanity by Jopen - Vr9	6	\$ 74.20	\$ 148.99
JO-4768-14-3	815768010105	Vanity by Jopen - Vr10	6	\$ 126.90	\$ 241.99
JO-4768-20-3	815768010426	Vanity by Jopen - Vr10.5	6	\$ 121.60	\$ 229.99
JO-4769-14-3	815768010112	Vanity by Jopen - Vr11	6	\$ 126.90	\$ 241.99
JO-4770-14-3	815768010129	Vanity by Jopen - Vr12	6	\$ 126.90	\$ 241.99

