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LOGO & TRADEMARK USAGE AGREEMENT

Before granting permission to the Whacker Technologies, Inc logos, trademarks and related documentation and content we need to establish what you can expect from Whacker Technologies, and what we expect from you. If you agree to these terms following your review of them, please print a copy of this document, complete the contact information and sign in the space provided. Return the signed copy to Whacker Technologies at the address provided below.

1. ACKNOWLEDGEMENT

You (the "undersigned") acknowledge by your access to your website ("Site") and acceptance of this Agreement that You are an authorized representative of your company and its products and services.

2. USE AND QUALITY STANDARDS

Whacker Technologies, Inc authorizes You to use the Marks, and the associated goodwill, in connection with your promotion and distribution of Whacker Technologies products and services. You may not sell any Mark or grant any other person or entity any right to use the Marks, unless otherwise agreed by Whacker Technologies. You agree that your use of all of the Marks will conform to the quality standards set by and under the control of Whacker Technologies. Whacker Technologies will post the Marks on the Site, which may be updated by Whacker Technologies without notice from time to time. You agree to use the most current version of the Marks available on the Site. You agree to check the Marks on the Site regularly for changes or discontinuance of any Mark, but in no event less frequently than monthly. Prior to your use of any Mark, You agree to submit a specimen of the proposed use of the Mark to Whacker Technologies for approval. You agree to discontinue the use of any Mark that Whacker Technologies deems inappropriate.

3. OWNERSHIP

You acknowledge that, as between You and Whacker Technologies, Whacker Technologies owns all right, title and interest in and to the Marks and their associated goodwill. You further acknowledge that the Marks have acquired secondary meaning in the minds of the public. You receive no rights to the Marks, express or implied, except the limited use rights of this Agreement. You will not register, directly or indirectly, any trademark, service mark, trade name, company name, Internet domain name or other proprietary or commercial right that is identical or confusingly similar to the Marks or that constitute translations thereof. Upon Whacker Technologies request, You will execute the instruments that may be appropriate to register, maintain or renew the registration of the Marks in Whacker Technologies's name within the territory you are authorized to distribute the Whacker Technologies products and services.

4. INFRINGEMENT

You will immediately notify Whacker Technologies if You learn (i) of any potential or actual infringement of the Marks by a third party or (ii) that the use of the Marks may infringe the proprietary rights of a third party. Whacker Technologies will determine the steps to be taken under these circumstances. You agree to (i) provide Whacker Technologies with the assistance that Whacker Technologies may reasonably request and (ii) take no steps on its own without Whacker Technologies's prior approval.

5. WARRANTY; DISCLAIMER OF WARRANTY

The Marks are provided on an "as is" basis. All warranties or conditions with respect to the Marks, including, but not limited to, any implied warranties of merchantability, fitness for particular purpose, satisfactory quality, are hereby overridden, excluded and disclaimed. Under no circumstances will Whacker Technologies be liable for any consequential, indirect, special or incidental damages or losses, whether foreseeable or unforeseeable, based on your claims or those of your dealers or customers (including claims for loss of goodwill, profit, use of money, stoppage of work or other impairment of assets), arising out of breach or failure of warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, even if advised of the possibility of

such damages. In no event shall Whacker Technologies's total liability for all damages, losses and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise exceed the amount paid by you to Whacker Technologies, if any, for the use of the marks.

6. COMPLIANCE WITH LAW

You will take all reasonable steps to ensure that your use of the Marks complies with all applicable laws and regulations where You promote and distribute the Whacker Technologies products and services.

7. IDENTIFICATION

You agree to defend, indemnify and hold Whacker Technologies and its subsidiaries, affiliates, agents, employees, officers, shareholders and directors (collectively, the "Indemnified Parties") harmless from and against any liability, loss, damage, demand, claim, cost, judgment, award, interest, penalty and expense resulting from, based upon, arising out of or relating to any claims, suits, actions, charges or proceedings brought against the Indemnified Parties arising from any third-party claim that your use of the Marks infringes or violates the intellectual property rights or other proprietary rights of a third-party.

8. TERMINATION

Your rights to use the Marks will terminate immediately and without notice if (i) you fail to cure any breach of this Agreement within thirty (30) days of Whacker Technologies's or its affiliates' notice or (ii) you cease to be an authorized distributor of Whacker Technologies products and services for any reason. Upon termination, You will (i) cease all use of the Marks and (ii) destroy or return to Whacker Technologies, at Whacker Technologies's option, any items bearing a Mark. You further agree that (i) all goodwill associated with the Mark has and will inure to the benefit of Whacker Technologies and (ii) You will not be entitled to any compensation or other payment upon termination of this Agreement for any reason.

9. MISCELLANEOUS

This Agreement, and the distribution agreement that You may have with Whacker Technologies or its affiliates states the entire agreement between us with respect to the Marks and overrides all prior statements, terms and representations. In the event of any conflict between Your distribution agreement and this Agreement, this Agreement will prevail. If any provision of this Agreement is declared unenforceable, it will be severed, and the remainder of the Agreement will continue in full force and effect. This Agreement is governed by the laws of the State of New York, U.S.A, excluding its conflict of laws, and may be modified or supplemented only in writing signed by both of us.

I, the undersigned, understand and agree to abide by the terms of use outlined in this document.

PRINTED NAME: _____

TITLE: _____

COMPANY/ORGANIZATION: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

WORK PHONE: _____ WORK FAX: _____

EMAIL: _____

SIGNED: _____ DATE: _____

