

**STANDARD TERMS AND CONDITIONS
FOR PURCHASE AND RESALE OF LG BRANDED PRODUCTS**

The following Terms and Conditions apply to all purchase for resale transactions with LG Electronics, USA Inc. (LGEUS), unless the parties involved have a current separate written agreement in place that covers the transaction in question, which is signed by all parties to the transaction.

1. Primary Purchase and Resale Obligations

A. Reseller shall only sell the subject LG Products in the Territory and to the Customers authorized by LGEUS. No transshipping is allowed.

B. Reseller shall not sell or offer for sale the subject Products via or on the Internet or any on-line method unless separately authorized in writing by a vice-president or higher officer of LGEUS. If authorized, all such sales shall be subject to LG's then current internet sales policy.

2. PURCHASE ORDERS AND PRICING.

A. Purchase Orders. Reseller shall order Products in accordance with the terms and conditions of this Agreement. Orders for Products ("Purchase Orders") must be submitted by a representative of Reseller by facsimile, email or Electronic Data Interchange ("EDI"). Each Purchase Order shall specify: (i) the quantity of Products being ordered; (ii) Product price; (iii) payment terms granted by LGEUS under the terms of this Agreement; and (iv) a requested receipt date. Requested receipt dates must be during the Term, except that LGEUS may, in its sole discretion, accept a Purchase Order during the Term which has a requested receipt date after the expiration or termination of this Agreement, in which case the terms and conditions of this Agreement shall apply to such shipment, but under no circumstances shall such shipment be deemed to be, or be construed as being, a renewal or extension of this Agreement. The parties agree that the terms and conditions contained in this Agreement shall prevail over any conflicting terms and conditions of any Purchase Order, acknowledgment form, or other instrument. Any additional or different terms in any Purchase Order, acknowledgment form, or other instrument or response by Reseller shall be deemed objected to by LGEUS without need of further notice of objection, and shall be of no effect or in any way binding upon LGEUS.

B. Acceptance of Purchase Orders. LGEUS reserves the unconditional right to reject any Purchase Order in whole or in part. Purchase Orders submitted by Reseller shall not be binding on LGEUS until shipment, and any acceptance by shipment shall be binding only as to the portion of Products actually shipped. Any automatic or computer generated response to a Purchase Order from LGEUS' EDI system or otherwise shall not be deemed acceptance of a Purchase Order.

C. Invoices and Payment. Invoices shall be sent via mail, email or facsimile with each shipment. Invoices are due and payable in accordance with the due date stated in the invoice; if no due date is specified then the invoice shall be due and payable within thirty (30) days from the date of the invoice, provided that LGEUS has elected to provide a line of credit, otherwise terms are cash in advance. Payments due to LGEUS hereunder must be made, at LGEUS' sole discretion and option, by wire transfer, company check or certified check. Reseller shall have no right of offset or withholding under this Agreement. LGEUS shall be entitled to charge a late fee of one and one-half percent (1.5%)

per month, not to exceed the maximum rate of interest allowed to be charged by law, on all payments not received by their due date.

D. Pricing. Any price list presented by LGEUS shall not be deemed to include the cost of freight, insurance, or any required taxes unless same is expressly set forth therein. LGEUS shall have the right, which may be exercised in its sole discretion, to increase or decrease the prices of its Products. Such price increases or decreases shall be deemed effective upon notice to Reseller which may be sent via email or LGEUS' bulletins and shall apply to all Purchase Orders submitted after such notice and those Purchase Orders which have been submitted but not yet accepted by LGEUS.

E. Credit Terms. LGEUS may, but shall not be obligated to, grant credit terms to Reseller. In the event that LGEUS does grant Reseller credit terms, LGEUS reserves the right, in its sole discretion and without prior notice, to vary, change or limit the amount or duration of credit to be allowed to Reseller either generally or with respect to a particular Purchase Order. In addition, LGEUS reserves the right, upon written notice to Reseller, to declare all sums immediately due and payable in the event of a breach by Reseller of any of its obligations to LGEUS, including the failure of Reseller to comply with credit terms and limitations.

F. Past Due Amounts. If any amount due to LGEUS by Reseller, for any reason, become past due, LGEUS may at its option and without further notice withhold further shipments or deliveries of Products until all invoices are paid in full. If any indebtedness shall be more than thirty (30) days past due, in addition to those remedies set forth in the Term and Termination section hereof and notwithstanding anything to the contrary therein, LGEUS may, at its election, terminate the Agreement upon five (5) days written notice, and all sums owned by Reseller shall become immediately due and payable regardless of the payment terms set forth elsewhere herein.

G. Taxes. Reseller shall be solely responsible for any national, state or local sales, use, value added or other tax, tariff, duty or assessment levied or imposed by the United States or any foreign governmental authority arising out of or related to any of the transactions contemplated under this Agreement, other than any tax based on LGEUS' net income. Reseller must pay directly, or reimburse LGEUS for, the amount of such sales, use, value added or other tax, tariff, duty or assessment which LGEUS is at any time obligated to pay or collect.

H. Post Audit Claims. Reseller shall, at LGEUS' request, provide full and complete records which fully support any discrepancies that Reseller may claim exist between amounts LGEUS claims are due from Reseller and amounts Reseller claims are due from LGEUS. Any claims of discrepancies raised by Reseller shall be waived by Reseller if such claim is not made within six (6) months of the date of invoice on which such claim is based.

3. SHIPMENTS.

A. Shipping Terms. All Products shipped pursuant to this Agreement will be suitably packed for shipment in LGEUS' standard containers, marked for shipment to Reseller at the address specified in the Purchase Order, and delivered to Reseller or the forwarding agent selected by Reseller within the forty-eight (48) contiguous United States. If Reseller fails to select a forwarding agent, LGEUS will make such designation in accordance with its standard shipping practices. Shipment of Products sold hereunder will be F.O.B. LGEUS' warehouse or any such other related facility. Reseller will be

responsible for and will pay all freight, shipment, and insurance charges associated with shipment of the Products, even if the order is rejected upon delivery. LGEUS attempt to ship Products to Reseller on or before the requested receipt date for the respective Purchase Order but shall have no responsibility or liability to Reseller for any delivery made after the requested delivery date. Each party agrees, however, that shipment of any Products ordered from LGEUS pursuant hereto may be delayed for a period of time sufficient to enable LGEUS to manufacture and assemble said Products for Reseller in its normal course of business and LGEUS shall be held harmless for any such delay. Any expenses for special packaging or special delivery requested by Reseller shall be borne by Reseller. For any Purchase Orders that are cancelled after shipment, Dealer will be charged a restocking fee equal to 15% of the invoice price for the Product in the Purchase Order

B. Right to Delay, Cancel or Allocate. Notwithstanding LGEUS' obligations under this Section 4, LGEUS reserves the right to cancel any Purchase Orders placed by Reseller and accepted by LGEUS as set forth above, and shall have the right to refuse, cancel or delay shipment to Reseller when Reseller is delinquent in payments, when payment for a shipment has not been arranged to LGEUS' reasonable satisfaction, or when Reseller has failed to perform any of its obligations under this Agreement. Should Purchase Orders for Products exceed LGEUS' available inventory, LGEUS shall allocate its available inventory, in its sole discretion, and without liability to Reseller on account of the method of allocation chosen or its implementation.

C. Supplier Compliance Charges. LGEUS shall not be obligated and shall not pay any compliance charges, fines, penalties, interest charges or similar fees to company relating to the delivery of merchandise. This is including but not limited to charges for late delivery, or violations to vendor partner printed and / or online manuals, including, without limitation, shipping and routing guides.

4. INTELLECTUAL PROPERTY RIGHTS.

A. LG Marks. Subject to the terms and conditions of this Agreement, LGEUS hereby grants to Reseller, a revocable, non-transferable, non-exclusive, limited license to use LG's logos, trademarks, and trade names (collectively the "LG Marks"), solely in connection with marketing, advertisement, and sale of the Products in the Territory specified in this Agreement; if no Territory is defined elsewhere in the Agreement then the Territory shall be limited to the fifty (50) states of the United States. Reseller shall strictly comply with all standards of use for the LG Marks and must display appropriate trademark and copyright notices as instructed by LGEUS. All media advertising, printed material and electronic documents in which an LG Mark is used must be submitted for review by LGEUS in advance and must not be distributed or used in any manner without the prior written approval of LGEUS.

Reseller acknowledges and agrees that the LG Marks and other intellectually property provided to Reseller by LGEUS, if any, are the sole and exclusive property of LGEUS or its affiliates or its licensors who have authorized LGEUS to grant this limited license. Reseller shall not acquire any right, title or interest under this Agreement in any patent, copyright, LG Mark, or any other intellectual property of LGEUS. No implied license in any patent, copyright, LG Mark, or any other intellectual property right of Company is granted to Reseller under this Agreement or otherwise.

During the term of this Agreement and thereafter, Reseller will not do anything that will in any way infringe, impeach, dilute or lessen the value of the LGEUS Marks, patents, copyrights or other

intellectual property of LGEUS or the goodwill associated therewith or that will tend to prejudice the reputation or sale of LGEUS or any Products.

B. Reseller Marks. Subject to the terms and conditions of this Agreement, and provided that Reseller is not the End User, Reseller hereby grants to LGEUS, a non-exclusive and royalty free license to use Reseller's logos, trademarks, and trade names and any other material provided to LGEUS by Reseller (the "Reseller Marks") on LGEUS' web sites, marketing materials, and government mandated filings indicating that Reseller is a distributor of the Products.

5. INSURANCE.

A. Requirements. Reseller shall maintain during the Term of this Agreement, with insurance companies with a AM Best rating of A- or better, Commercial General Liability Insurance, with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence/aggregate and excess umbrella coverage with minimum limits of not less than Ten Million Dollars (\$10,000,000). All insurance policies shall name LGEUS as an additional insured and shall contain an endorsement waiving subrogation rights against LGEUS. Reseller shall provide proof of the aforementioned insurance policies within sixty (60) days of the Effective Date and Reseller shall give LGEUS thirty (30) days prior written notice of any change or cancellation in any applicable insurance policies.

6. WARRANTY.

A. Warranty. LGEUS makes no warranties or representations to Reseller or any other person or entity with respect to the Products or any service provided to Reseller or to any other person, or entity except as set forth in LGEUS' Limited Warranty accompanying the Products ("Limited Warranty"). Notwithstanding anything herein to the contrary, LGEUS reserves the right to change any of the terms of its Limited Warranty at any time, without notice and without liability to Reseller or any other person.

B. Disclaimer. THE LIMITED WARRANTY REFERRED TO IN SUBSECTION 7.A HEREOF IS THE ONLY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, THAT LGEUS MAKES WITH RESPECT TO THE PRODUCTS. LGEUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES RELATING TO THE PRODUCTS INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNIFICATION.

A. LGEUS' Indemnity Obligations to Reseller.

1. Intellectual Property Infringement: LGEUS agrees to defend, indemnify and hold harmless Reseller from and against any and all third party losses, damages, suits, expenses (including reasonable attorneys' fees) and costs (collectively "Claims") alleging that the LG Marks or any Products sold to Reseller hereunder infringe any U.S. patent, trademark or copyright; provided that LGEUS is notified promptly in writing of the Claim and given complete control of the defense and settlement of the Claim. Reseller agrees to cooperate fully with LGEUS in its defense of such Claim. If the use or sale of any Product furnished hereunder is enjoined as a result of such a Claim, LGEUS may, but is not required, at its option, to either obtain for Reseller the right to continue to use or sell any such Product, substitute an equivalent Product reasonably acceptable to Reseller in its place, or reimburse Reseller a

pro rata amount of the purchase price of the Products based on LGEUS' then current price for same. Notwithstanding the foregoing, this indemnity shall not cover any Claim based in whole, or in part, upon any infringement or alleged infringement of any patent, trademark or copyright resulting from the alteration of any LGEUS Marks or Products by Reseller or a Reseller representative or the combination of any Products with any other product or the combination of any LGEUS Mark with any other mark. This indemnity shall not cover any Claim in which Reseller fails to give LGEUS prompt notice, which lack of notice materially impacts the defense of the Claim.

2. Product Defects: LGEUS hereby agrees to defend, indemnify and hold harmless Reseller from and against any third party Claims arising out of inherent defects in any Products existing at the time such Products are sold by LGEUS to Reseller which result in death, bodily injury or damage to tangible property; provided that LGEUS is notified promptly in writing of the Claim and given complete control of the defense and settlement of the Claim. Reseller agrees to cooperate fully with LGEUS and its insurance company in its defense of such Claim. This indemnity shall not cover any Claim in which Reseller fails to give LGEUS prompt notice, which lack of notice materially impacts the defense of the Claim.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF LGEUS AND EXCLUSIVE REMEDY OF RESELLER WITH RESPECT TO INDEMNIFICATION OBLIGATIONS FOR THE LGEUS PRODUCTS AND MARKS FURNISHED PURSUANT TO THIS AGREEMENT.

B. Reseller's Indemnity Obligations to LGEUS. Reseller hereby agrees to defend, indemnify and hold harmless LGEUS its parent and affiliates and their respective, officers, directors employees, and agents from and against any Claim (i) arising out of the acts or omissions of Reseller its agents, employees or representatives in the marketing, installation, use, sales or servicing of Products or LGEUS Marks, (ii) arising out of the alteration or modification of the Products or LGEUS Marks by Reseller its agents, employees or representatives or the use of the Products or LGEUS Marks in combination with other products or Marks, or (iii) that the Reseller Marks infringe or otherwise violate the intellectual property rights of third parties.

8. LIMITATION OF LIABILITY / ACTIONS

A. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY STATUTORY, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT.

9. CONFIDENTIALITY.

A. “Confidential Information” shall mean (i) all Product samples, sales aids or literature, technical advice or knowledge, contractual agreements, price lists, Product white papers, financial information and any other information with respect to the Products or LGEUS’ business that may at any time be furnished, communicated or delivered by LGEUS to Reseller whether in oral, tangible, electronic or other form and (ii) all other information and data provided by one party to the other, including, but not limited to financial, technical, and business information, and all non-promotional materials provided by one party to the other in written or tangible form which have been marked as confidential.

B. Use. The receiving party will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees, attorneys, financial advisors, insurance companies and temporary contractors with a need to know and who are under confidentiality obligations no less restrictive than those contained herein, and the receiving party agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The receiving party agrees to accept Confidential Information for the sole purpose of utilizing the Confidential Information in connection with its business affairs and relationship with the other party. The receiving party agrees not to use Confidential Information for its own or any third party’s benefit without the prior written approval of the other Party.

C. Exceptions. The receiving party shall have no obligation to preserve the confidential nature of any Confidential Information that: (a) was previously known to the receiving party free of any obligation to keep confidential and free of any restriction on use and disclosure; (b) is received from third persons without restrictions on use and disclosure and without breach of any agreement with the disclosing party; (c) is disclosed to third persons by the disclosing party without restrictions on use and disclosure; (d) is or becomes publicly available by authorized disclosure by the disclosing party and without any restrictions on use and disclosure; (e) is developed by or for the receiving party independently of any Confidential Information; or (f) is approved for release by written authorization of the disclosing party.

D. Equitable Relief. Any actual or threatened breach of the receiving party’s confidentiality obligations hereunder may cause the disclosing party irreparable harm leaving it without an adequate remedy at law and shall entitle the disclosing party to seek immediate injunctive relief from any court having jurisdiction without the posting of bond or other surety.

E. Media Releases. Neither party shall make any press releases or public statements regarding or mentioning the other party or this Agreement without prior written approval from the other party.

10. COMPLIANCE WITH LAWS.

A. Compliance with Laws. Reseller represents, warrants and covenants that it shall comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, the United States Foreign Corrupt Practices Act of 1977 and the Export Control Act,

as amended from time to time, in performing its duties hereunder and in any of its dealings with respect to the Products.

B. Notification of Actual or Potential Violation of Law or Product Safety Issues. Reseller shall promptly notify LGEUS in the event that Reseller knows or has reason to believe that any act or omission from acting required by or contemplated under this Agreement violates any applicable law, rule or regulation (whether criminal or non-criminal) or if it becomes aware that any Products contain a defect which could create a substantial product hazard or an unreasonable risk of serious injury or death.

C. Compliance with U.S. Export Laws. Reseller understands and acknowledges that the Products may be subject to restrictions upon export from the United States and upon resale after export. Reseller represents and warrants that it will not act or refrain from acting in any way which will violate any of the import and/or export control laws or regulations of the Territory and/or of the United States, and no party shall be required hereunder to act or omit to act in any way which it believes in good faith will violate any such laws or regulations. Reseller, if requested by LGEUS, shall execute and deliver to LGEUS a letter of written assurance concerning technical data and U.S. Export Administration Regulations.

12. GENERAL PROVISIONS.

A. Governing Law; Dispute Resolution. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles and the parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of any dispute related to this Agreement, the prevailing party shall be entitled to recover all its expenses related to such dispute including reasonable attorneys' fees and court costs. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts in the State of New York, with venue for any action in New York, New York for actions brought in state court or in the Southern District of New York for any brought in federal court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

B. Survival. Those provisions of this Agreement which by their sense and context should survive any termination or expiration of this Agreement, including without limitation Sections 7, 8, 9, 11, 12 and 13, shall so survive.

C. Independent Contractors. Both parties are acting as independent contractors with respect to the activities hereunder. Nothing in this Agreement shall be deemed to create any type of agency, joint venture, franchisor/franchisee or partnership relationship between the parties. Neither party shall have any right or authority to bind or obligate the other in any manner to any third party. Reseller shall have sole fiscal and other responsibility for the acts and compensation of its own employees and the expenses of the conduct of its business.

D. Successors and Assigns. Neither this Agreement, nor any right or interest herein, may be assigned by either party, without the other party's prior written consent. Notwithstanding the foregoing, LGEUS may assign this Agreement without the consent of Reseller to its parent or any other affiliated company. This Agreement shall be binding upon and inure to the benefit of the parties and

their respective successors, legal representatives, and assigns. There are no third party beneficiaries to this Agreement.

E. Notices and Addresses. All notices permitted or required to be given hereunder must be in writing and shall be deemed validly given (a) upon delivery, if personally delivered with services fees prepaid, (b) Upon delivery by reputable overnight courier, (c) upon receipt by sender of a successfully transmitted facsimile. Notices shall be sent to the addresses and persons set forth in the applicable Additional Terms and, with respect to LGEUS, a copy shall be sent to General Counsel, LG Electronics USA, Inc., 1000 Sylvan Avenue, Englewood Cliffs, NJ 07632; fax no: 201-816-2179. Either party may change its address (to another U.S. address) for purposes of receiving notices hereunder by providing the other party with written notice pursuant to this Subsection. English shall be the official language of this Agreement and all communications and notices must be in the English language.

F. Counterparts / Signatures. This Agreement and any other related documents may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Facsimile, or PDF signature shall be treated in all respects as having the same effect as an original signature.

G. Invalidity of Provisions. If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby.

H. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, terrorist attacks, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, supplier problems, or any other force majeure event that is beyond the reasonable control of such party. Each party shall use its reasonable best efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence.

I. Amendments/Waiver Any amendment or modification of any provision of this Addendum C to the Program Agreement must be in a writing signed manually in ink by an authorized representative of both parties. LGEUS' rights and remedies under this Agreement are cumulative and non-exclusive. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, term, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such covenant, duty, agreement, or condition, or any such breach.

J. Miscellaneous. Submission of this Agreement for examination, negotiation, or signature does not constitute an offer by LGEUS. This agreement shall not be deemed entered into until it is duly executed and delivered, if at all, by LGEUS and Reseller. Reseller and LGEUS shall each, at their own expense, take such steps as may be required to satisfy any laws or requirements with respect to declaring, filing, recording, or otherwise rendering this Agreement valid. The Parties represent that they had the opportunity to have this Agreement reviewed by their legal counsel. As such the rule of construction that any provisions be construed against the drafter shall be waived and nonapplicable. The headings of the Sections hereof are inserted merely for convenience and shall not be used or relied upon in or in connection with the construction or interpretation of this Agreement.