

EZSALEZ AGREEMENT

I. Parties to the Agreement: This agreement is between

("Client") located at:

_____, and
EZSalez, located at 5703 E Oakbrook Long Beach, Ca. 90815.
FAX: 562-354-6172

II. Purpose: EZSalez will provide Client with a customized program for marketing and managing eBay transactions to their customers. Ezsales will provide Client with Printinge services, and a webpage with an attached shopping cart. Client will process and hold incoming goods and will provide packaging and shipping services for items that are sold. In consideration for providing these services, Client will receive revenue from Client's packaging and shipping services sold pursuant to this Agreement, as well as commissions paid by EZSalez based on the value of eBay auction items that are sold.

III. Services Rendered: (a) Client hereby agrees to follow the EZSalezalez process (the "Process") The Process includes, but is not limited to, collecting listing information from customers, providing EZSalez with digital photographs of listed items, holding customer auction items in-store, and packaging and shipping sold auction items at the direction of EZSalez. Client will also agree to promote eBay auction services for the duration of the agreement. EZSalez will evaluate and list items for sale on eBay, manage all customer inquires, emails and payments, and administer all fulfillment notification and accounting activities. EZSalezalez will provide forms, instructions, administrative and marketing materials and an operations manual as listed in Exhibit A. EZSalezalez reserves the right to revise the Process and agrees to provide thirty (30) days advance notice of any updates or changes to Client.

(b) Client shall be solely responsible for ensuring Client's own compliance with any state or federal laws, if any, regulating the conduct of Internet auction drop-off services as contemplated hereunder, whether such laws are currently in effect or become effective hereafter.

IV. Term: The term of this agreement shall be one year and will commence upon the date of execution of the agreement by both parties. The term will be automatically renewed for an additional year upon each anniversary unless EZSalez is notified in writing of intent to terminate by Client at least thirty (30) days prior to the end of the term year or unless terminated .

V. Store Requirements: Client shall provide a telephone and fax machine, an Internet connection and store email account, a 3 megapixel or higher resolution digital camera with flash and appropriate connectivity software and hardware, and enough secure storage or shelf space with bins or boxes for storing auction goods. For purposes of clarification, the foregoing list of items are of the essence of this agreement and required for Client's performance hereunder.

VI. Marketing Requirements: Client is required to use the marketing materials provided by EZSalez when promoting auction services. EZSalez will provide each store with a supply of at least 500 postcards for the purposes of an initial postcard mailing to store customers, local households and businesses.

VII. Packaging and Shipping Fees: All shipping requests for sold auction goods will be initiated by EZSalez. Client will provide EZSalez a cost of packaging ("Packaging Fee") for each item to be listed on eBay by EZSalez, and such Packaging Fee shall be posted in the ebay listing and required to be paid by the buyer of the item ("Buyer"). Ebay shall determine the cost to ship ("Shipping Fee") for each item according to the standard UPS shipping calculator at then-current retail rates as determined by Client and Buyer's zip code, and such Shipping Fee shall be posted in the ebay listing and required to be paid by the Buyer. Client may ship via UPS Ground Service or any alternate shipping service (e.g., ship parcels via Federal Express Ground, DHL Ground for additional profit, as applicable), provided that the actual shipping cost for the particular item shall in no event exceed the Shipping Fee as determined by EZSalez. All required packaging services & supplies and parcel insurance shall be provided by Client.

VIII. Ebay Revenue Sharing: For the duration of this agreement Client will receive:

- 0% for items selling for \$100.00 or less
 - 25% of the Net Revenue earned on items selling for \$100.01 and above
- "Net Revenue" is defined as the ezSalez commissions earned less all Paypal & eBay fees.

Printing Revenue sharing: 10% of all gross sales generated by Client

IX. Payment for Commissions Earned: Payment for auction commissions will be sent to Client by EZSalez on a regular quarterly schedule, with such payment to be made to Client by EZSalez within thirty (30) days of the end of the applicable quarter. Quarterly activity reports will be provided to Client along with the payment for auction commissions earned. Payment to Client by EZSalez shall include the amounts collected from Buyer(s) for all items sold during the applicable quarter, including the Packaging Fee. For clarification, Client shall receive the Packaging Fee paid by Buyer notwithstanding the actual amounts spent by Client on packaging the particular item sold.

X. One Time Set-Up Fee: A one time set-up fee of \$349.00 (AMPC Special) will be charged to Client for all the materials, webpag, printing services and training. There are NO subscription or renewal fees.

XI. Billing for Services Rendered: EZSalez will provide Client with an EZSalez credit card number and/or shipping account number for Client's use in payment of packaging and shipping charges, and Client agrees to use such credit card number and/or shipping account number in payment of all shipping costs. Upon processing each payment, Client will furnish EZSalez with documents evidencing the use of EZSalez's credit card number and/or shipping account number for shipping charges on each item shipped, as well as the tracking number for the applicable shipment. EZSalez shall have no obligation to make payments or credits to Client for any particular item shipped hereunder unless and until Client has provided the documentation described in the foregoing sentence.

XII. Early Termination: Given that all of our auctions are processed under one eBay account ID, Client recognizes that negative feedback caused by their actions can have an adverse effect on the entire EZSalez network. EZSalez therefore reserves the right to immediately and unilaterally terminate this agreement if Client breaches this Agreement, fails to follow the EZSalez Process, or provides customer service that negatively impacts the feedback EZSalez receives from eBay Buyers. Such termination may be made at the exclusive determination of EZSalez; however, in no case will such action be taken without prior notice. In most cases, prior to termination Client will be provided with a written warning and an option to cure the default. In the event that the account is terminated, Client will be immediately refunded the unused portion of their subscription fees and will be paid the commissions earned for any EZSalez auctions in process, less any costs incurred by EZSalez to resolve outstanding customer service issues.

XIII. Exclusivity: For the duration of the agreed program, Client agrees not to enter into agreements with any competing company providing a similar service, and will agree to offer EZSalez services to customers on an exclusive basis.

XIV. Confidentiality: Both parties agree not to discuss the terms of this agreement or to disclose the details of the EZSalez process, program results or other related information with any third party. Client agrees that the EZSalez operational systems, materials and marketing are "Confidential Information" and Client agrees not to share, reproduce or copy by any means Confidential Information, except as reasonably required to perform Client's duties and obligations hereunder. Upon termination of this Agreement, Client's right to use Confidential Information, as granted in Paragraph 3 above, shall immediately terminate. In addition, upon such termination, or upon demand by EZSalez at any time, or upon expiration of this Agreement, Client shall return promptly to EZSalez or destroy, at EZSalez's option, all tangible materials that disclose or embody Confidential Information. However, Client's duties and obligations

hereunder as to Confidential Information shall survive the termination of this Agreement and be ongoing for perpetuity.

XV. Mutual Indemnification: EZSalezalez and Client agree to mutually indemnify, defend, and hold harmless the group, their officers, directors, employees, and agents, and each of them, from all claims, actions, and causes of actions, demands or liabilities of whatsoever kind and nature, including judgments, interests, attorneys fees, and all other costs, fees, expenses, and charges which the group, their officers, directors, employees and agents and members and each of them may incur arising out of the negligence, gross negligence, or willful or wanton misconduct of the companies, their officers, directors, employees, and agents.

XVI. Governing Law, Jurisdiction and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of California. Both parties agree and consent that venue of any action brought hereunder shall be exclusively within the State of California, County of Los Angeles.

XVII. Severability: Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of California, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Agreed to this _____ day of _____, 2008

Signed _____
Gary J. Mraz President , EZSalezalez

BY CLIENT

Owner Signature: _____

Print Owner Name: _____

Business Name:

Store
Address _____

City: _____ State: _____ Zip: _____

Telephone _____ Fax _____

Store Email Address: _____

CREDIT CARD INFORMATION

Name as it appears on Credit Card: _____

Subscription Credit Card

Expiration Date: _____ Circle AMEX VISA OTHER _____

UPS or Fed-Ex account# _____
(Used only for shipping your eBay Start-up kit)