Agreement to Retail

This Agreement is made as of _____ (the "Effective Date") between:

ELT Global USA Inc. ("ELT")

and

Name ("the Retailer")

WHEREAS:

A. ELT is the owner of technology, know-how and intellectual property rights, including patent rights, and trademark rights, relating to the products, as defined below, and is either the producer of the products, developer of production processes and provider of product and system warranties;
B. The Retailer wishes to sell the products and services in association with the ELT trademarks, defined below; and
C. ELT is willing to supply the products and services for sale by the Retailer on the terms and conditions set out below.

NOW THEREFORE, in consideration of the mutual promises set forth below, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this agreement, the following terms have the following meanings:

"Affiliate" of a party includes any person, partnership, joint venture, company or other entity, whether incorporated or not, that has an ownership interest in the party, is commonly owned with the party, in which the party has an ownership interest or that is not otherwise at arm's length from the party;

"Customer" includes any person or other entity to which the Retailer provides the Products and Services to;

“ELT Approved Contractor” means a person or other entity identified by ELT as being approved, for the time being, to install and maintain specific ELT EasygGreen® Products and Systems including plants and growth mediums, as may be specified by ELT, and support ELT EasyGreen® System Product and System Warranties;

“ELT Approved Partner” means a company, person or organization approved by ELT to participate in a manufacturing, delivery, installation or another role relating to the ELT EasyGreen® Systems;

“ELT Approved Producer” means a person or entity identified by ELT as being approved, for the time being, to supply required Products, to the Distributor, as per ELT Quality Standards and Specifications that qualify for ELT EasyGreen® Warranties;

"ELT Trademarks" means the trademarks identified in the ELT Handbook and any other trademarks used by ELT in association with the supplied Products or with any related good or service anywhere in the world;

"Parties" means ELT and the Retailer;

"Products" means those products supplied to the Retailer from ELT ; and

"Third Party" in relation to a party means any entity that is not an Affiliate of the party.

2. ELT APPROVED PARTNER PROGRAM

The ELT EasyGreen® Systems are produced and delivered to customers through a network of ELT Approved Partners. Retailers marketing ELT EasyGreen® Products are considered Approved Members of this program. An ELT Approved Partner Network Handbook will be provided with this Contract. The Handbook may be updated from time to time and all Member Partners will govern themselves as per the most recent version of the Handbook.

2.1. Limitations on the Retailer

In addition to the other limitations set out in this Agreement, the Retailer may not:

2.1.1. Use the Products in any manner that is not specifically permitted in ELT Specifications and Data Sheets.

2.1.2. Use any of the ELT Trademarks in association with wares other than the Products.

2.1.3. Purchase any Products, or any component of the Products, or any product to be sold in combination with the Products from any one other than ELT with out prior expressed written consent from ELT to do so.

3. PRODUCT, FEES AND PRICES

3.1. Products, Product Lists and Prices

ELT will publish a price list for ELT Products available to the Retailer on a semi annual basis (a "Product List"). ELT may revise their Product Lists at any time and may discontinue any Product for any reason. ELT may vary the Products that it supports, and may change the prices for those products on a semi annual basis.

The Retailer will pay the price for each ELT Product in the currency set out in the Product List, on the terms and conditions set out in Schedule C.

4. MINIMUM QUANTITIES

The Retailer will order ELT Products from ELT or ELT Approved Suppliers as per any minimum requirements listed on the price list.

5. DELIVERY

The Retailer will notify ELT and ELT Approved Producers of its requirements at least four (4) months prior to the desired date of delivery. ELT and each Approved Producer will make reasonable business efforts to fulfill the requirements of the Retailer. Neither ELT nor the Approved Producer will be responsible for failing to meet the requirements of the Retailer due to matters out of its control including, without limiting the

generality of the foregoing, delays resulting from insufficient materials, delays by ELT's Suppliers, weather, acts by Third Parties or acts of God.

6. IDENTIFICATION OF RETAILER AND USE OF ELT'S TRADEMARKS AND OTHER INFORMATION

6.1. Authority to Use

6.1.1. ELT authorizes the Retailer to use the ELT Trademarks in association with the promotion, sale, and use of ELT Products, as permitted below.

6.1.2. Nothing in this Agreement gives the Retailer any right, title or interest in the ELT Trademarks.

6.1.3. ELT may identify the Retailer on the ELT Web Site as an Approved Retailer for ELT Products and display a link to the Retailers web site.

7. RESTRICTIONS OF USE

7.1. The Retailer will only use the ELT Trademarks as is permitted in the ELT Handbook.

7.2. The Retailer may use its own trademark in association with ELT Products in addition to an ELT Trademark. Any trademark used in association with ELT Products and Services, other than an ELT Trademark, must be equal in size or smaller than the ELT Trademark identifying the Products and Services.

7.3. The Retailer will not modify any ELT Trademarks or any markings indicating the source, character or quality of the Products.

7.4. The Retailer will not use the ELT Trademarks or any portion of them as part of a business name, corporate name, domain name or to describe any products or services other than the ELT Products and Services.

8. PATENTS AND MANUFACTURING RIGHTS

8.1. ELT has applied for patent protection covering ELT Products and this Agreement will extend to any further patent applications or granted patents resulting there from.

8.2. ELT will make available reasonable training and support to the Retailer for marketing and selling the Products.

9. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF ELT

9.1. ELT represents and warrants that it has the right and authority to enter into this Agreement without breaching any other Agreement or obligation to a Third Party.

9.2. ELT may enforce its patent and other intellectual property rights in the Territory in a reasonable manner and consistently with its business practices.

9.3. ELT will provide the Retailer with notice of innovations or improvements that it makes to ELT Products upon ELT being satisfied that such innovations or improvements are suitable for the promotion, use, sale, or installation.

10. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF THE RETAILER

10.1. The Retailer represents and warrants that it has the right and authority to enter into this Agreement without breaching any other Agreement or obligation to a Third Party.

10.2. The Retailer warrants that it will promote the Products and service the needs of the end users of the ELT EasyGreen® Products and Systems.

10.3. The Retailer will provide ELT with a written estimate of its projected sales at 6-month intervals, the first such interval commencing on the Effective Date.

11. TERM AND TERMINATION

11.1. Term

11.1.1. The Term of this Agreement will begin on the Effective Date and will continue until terminated by either party.

11.1.2. Either party may terminate this agreement for any reason with 30 days' notice.

12. RELATIONSHIP BETWEEN THE PARTIES

This Agreement creates only a contractual relationship between the Parties, who enter into it as independent contractors. This Agreement does not create, and nothing in this Agreement will be construed to create any other type of relationship between the parties, including a principal-agent, master-servant, joint venture or partnership.

13. ASSIGNMENT

ELT may assign this Agreement, or its rights and obligations under this Agreement, to any Third Party. ELT will give notice to the Retailer of such assignment and subsequently, the Retailer will deal with such an assignee with respect to this Agreement, and in accordance with any directions set out in the notice.

The Retailer may not assign this agreement, or its rights and obligations under this Agreement, except with the express written consent of ELT, obtained in advance. ELT may withhold its consent for any reason.

14. LIABILITY, LIMITATION OF LIABILITY, INSURANCE AND COMPLIANCE WITH LAWS

14.1. Liability of Retailer and ELT

The Retailer will be solely responsible for any and all harm, damage or injury to the Retailer, the Retailer's Affiliates, employees, contractors, associates, clients, Customers and any other person or entity resulting from use of Products. The Retailer will indemnify, hold harmless and defend, at its own cost, ELT from any liability arising from such harm, damage or injury.

14.2. Limitation of Liability

ELT's entire liability under this Agreement is limited to the replacement of ELT Products proven not to be in compliance with the corresponding warranties set out herein.

14.3. Insurance

The Retailer will maintain sufficient insurance to cover the liabilities assigned to it herein.

14.4. Compliance with Laws

The Retailer will be solely responsible for compliance with any laws or regulations in force in the Territory relating to its use of Products.

15. MISCELLANEOUS

15.1. In this Agreement, the singular includes the plural and the masculine includes the feminine and neutral and vice versa unless the context otherwise requires.

15.2. The bolded headings and subheadings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.

15.3. Any notice relating to this Agreement will be in writing and may be sent by fax, e-mail, any traceable delivery service (such as a courier or registered mail) that provides proof of the date of delivery, or by a non-traceable delivery service (such as regular mail). A notice sent by fax or e-mail will be confirmed using a traceable or non-traceable delivery service. A notice sent by fax or e-mail will be considered delivered on the day it is sent. A notice sent using a traceable delivery service will be considered delivered on the day that it is received by the recipient. A notice sent using a non-traceable delivery service will be considered delivered on the day that it is received by the recipient.

15.4. Notices to ELT will be delivered using the following contact information, or as may be directed by ELT through written notice:

Fax:	**416.479.0942**
E-mail:	**greg@elteasygreen.com**
Delivery:	**245 King George Road, Suite 320** **Brantford Ontario Canada N3R 7N7**

15.5. Notices to the Retailer will be delivered using the following contact information, or as may be directed by the Retailer through written notice:

Fax:
E-mail:
Delivery:

15.6. If any provision or part of any provision in this Agreement is determined to be void for any reason, it will be severed without affecting the validity of the balance of the Agreement. The Parties will cooperate to amend the Agreement to restore the intentions of the Parties at the time the Agreement was executed.

15.7. This Agreement is the entire agreement between the Parties relating to its subject matter. There are no representations, warranties, conditions, terms, or collateral contracts affecting the subject matter of this Agreement except as set out in this Agreement. This Agreement may be modified only in writing signed by both Parties.

15.8. This Agreement inures to the benefits of and is binding on the Parties and their respective heirs, executors, administrators, personal representative, successors and permitted assigns.

15.9. This Agreement is governed by the laws in force in the Province of Ontario, Canada and the Parties hereby attorn to the jurisdiction of the courts located in the City of Toronto, Ontario for the purpose of adjudicating any claims relating to the Agreement.

Accepted and agreed upon the effective date set forth above by:

ELT Global USA Inc.

_____	Greg Garner
Signature	Print Name
_____	_____
Title	Date Signed

AND

Name (Retailers name)

_____	_____
Signature	Print Name
_____	_____
Title	Date Signed

Schedule A
ELT Trademarks

1. ELT Easy Green®
2. ELT™
3. ELT Global™

4. ELT Easy Green® Working With Nature

5.

Schedule B
Poduct List and Ordering Requirments

A wholesale price list for retailers will be published every 6 months and will indicate available products for resale and ordering quantities.

Schedule C
Terms and Conditions for Supply of Products

1. DEFINITIONS

In this document the following terms shall have the following meanings:

1.1. "Retailer" means the legal person or persons who retail products labeled as ELT EasyGreen®;

1.2. "Supplier" means ELT Global or one of its affiliates or producers designated to supply.

2. GENERAL

2.1. These Terms and Conditions shall apply to all purchases for the supply of products by the Retailer from ELT where there is no other contract in effect.

2.2. Payment terms will be negotiated and stated on the ELT Sales Order sent to the Retailer for approval.

2.3. The Retailer shall issue a purchase order to ELT, when purchasing the products indicating quantities and pricing.

2.4. A contract for the supply of products shall have been constituted upon the completion of the following:

2.4.1. Retailer issues a purchase order to ELT with quanities and pricing specified in the PO.

2.4.2. ELT issues a sales order which will specify the products to be supplied to the Retailer, prices of said Products, payment terms and delivery dates. Retailer will sign back the sales order as approved and ELT will mobilize product upon receipt of this approval.

2.5. The contract is to be governed; both with respect to its construction and performance, by the laws of the Province of Ontario, Canada, and the Parties agree to submit to the exclusive jurisdiction of the court of such Province