



Authorized Reseller Agreement

“ARA”

The following standard Authorized Reseller Agreement “ARA” shall apply to all the resellers and distributors authorized by ShopperPlus Inc to resell the products purchased from ShopperPlus. By purchasing products through ShopperPlus, you are agreeing to the following agreement.

1. RESELLER APPLICATION PROCESS

1.1. Reseller Requirements:

This reseller program is open only to companies with valid Business Registration Certificate for selling ink&toner, cable or other related products.

1.1.1. Qualification Requirements:

- - Store front retailers across the Canada: i.e. shipping, copying, and office supply stores; a regional drug store chain; college book stores; IT consultant stores; computer stores...etc.
- - Various other independent resellers across the Canada: i.e. door to door, catalog seller, independent sales agent...etc.
- - We do not accept resellers for Amazon and/or Ebay online-sellers for selling our own two brands "Moustache" "PrimeCables" and the Franchise Brand "Pantum" (The seller "SaveOnMany" on Amazon and Ebay is our sole exclusive authorized reseller for Shopper+ and Pantum. It has exclusive rights to buy out the online selling exclusive distribution right)

1.2. Benefits of becoming a ShopperPlus reseller

At Shopper+, we believe that **“TOGETHER, WE ARE STRONG”!** We can't achieve what we have right now without the support of our resellers! And we will continue to value our resellers and provide a range of benefits and services.

Lowest price on the market

Since most of our products are purchased directly from the factory in large quantity, we can offer very competitive wholesale pricing for resellers, your profit is guaranteed! We have 3 different Reseller Levels: copper, silver, golden respectively. The more you buy, the lower price you will get from us!

Easy online shopping experience

Unlike some other ink and toner wholesalers who can only be contacted through telephone or fax, we provide with our resellers a user-friendly online shopping platform. You can place your orders anytime, 24 hours a day, 7 days a week! Checking real stock status, manage your account, keep track of your order history and return history can never be easier! And we even provide our resellers with the “Drop Ship” option, we ship directly to your customers and hide our company's information so you don't have to stock up, all you need to do is “SELL”! You will have your own account manager to help you with your orders personally and our friendly customer service is available 24 hours a day at workdays through live chat, email or telephone.

Brand marketing support in Canada

As a reseller and distributor of ShopperPlus Distributed Branded Products*, we will help you with the marketing campaign. We will help you with promotion ads, pull up banners in your store, flyers or catalogs, or direct marketing fees. The higher level you are, the better marketing package you will get!

2. PRICING&PAYMENT

Reseller order & payment policy is covered by ShopperPlus' master order&payment policy.

<http://www.123inkcartridges.ca/policies/ordering>

<http://www.123inkcartridges.ca/policies/secure-shopping>

2.1. Reseller Levels

2.1.1. We offer three levels, copper, silver, golden respectively, for our resellers.

Reseller level	Purchase Requirement	Benefits
 COPPER	Orders totals between \$1,000 and \$5,000 per calendar year	Enjoy the wholesale low price with no minimum order limit
 SILVER	Orders totals between \$5,000 and \$10,000 per calendar year	Bigger discount on our 5000+ ink and toner products

 GOLDEN	Orders totals over \$10,000 per calendar year	Best Level, Highest Saving, Lowest price on the market!
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2.1.2. Once you qualify for the next level, your reseller prices will be automatically updated to a better price! And at the end of each calendar year, we will review the current level of all the resellers, and make the necessary adjustments to the levels if your order total won't qualify our required standard.

2.2. Due to the changing market conditions, all product pricings and terms are subject to change without notice.

2.3. All prices quoted from ShopperPlus are in Canadian dollars (CAD). Price quotations are valid for 30 days unless otherwise specified. Invoiced prices can be different from quotations, contracts, current price lists or standing agreements. Prices are subject to change without notice unless otherwise agreed to for a specified period of time. Volume discounts are available.

2.4. Upon purchase, the resellers shall pay for all the products and all applicable goods and services tax, harmonized sales tax and retail sales tax on the terms set out on the ShopperPlus invoices.

2.5. In the event of resellers failing to effect payment of any amount due to ShopperPlus, ShopperPlus shall be entitled, in addition to any other rights which it may have at law, to suspend delivery of any further product ordered pending payment of the amount due to it; or cancel the agreement.

3. MINIMUM ADVERTIZED PRICING ("MAP")

Effective from Feb 1st, 2016, for all our resellers and distributors who purchase products from ShopperPlus for retail purposes, the price they advertised in store and online can't be less than the MAP set by ShopperPlus.

3.1. MAP pricing is designed to ensure a competitive arena in retail trade, adding to the health of the overall Canadian markets. Effective Feb. 1st, 2016, ShopperPlus is implementing a new MAP Policy that encompasses **ShopperPlus distributed branded products*** including Moustache®, PrimeCables®, Pantum®. This Policy applies to all authorized resellers. This is in an effort to protect ShopperPlus and our Brand partner's reputations for providing customers with high valued products and strong after-sale support.

3.2. The MAP policy shall work under the following guidelines:

3.2.1.MAP pricing is the current retail price (in CAD) set by ShopperPlus and listed on the ShopperPlus website: 123InkCartridges.ca; PrimeCables.com unless otherwise indicated by ShopperPlus in writing.

3.2.2.The MAP policy applies to all advertisements of branded products distributed by ShopperPlus, including Moustache®, PrimeCables®, Pantum® in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or other electronic media, television, radio and public signage without the expressed written consent of ShopperPlus.

3.2.3.The MAP policy also applies to any in-store advertising that is displayed in the store and is not distributed to any customer(s).

3.2.4.MAP does not establish maximum advertised prices. All dealers and sales representatives may offer ShopperPlus products at any price in excess of MAP.

3.2.5.ShopperPlus' MAP Policy does not in any way limit the ability of any reseller to advertise that they "have the lowest prices", that they "will meet or beat any competitors price", or that consumers should "call for a price", or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

3.2.6.ShopperPlus' policy allows a 24 hour grace period in order to bring advertising into compliance, or ShopperPlus will cease supplying products for a period of 30 days for the 1st violation; cease supplying products for a period of 90 days for any second violation; cease supplying products for one year for any subsequent violation of this policy as noted above. ShopperPlus will provide prior notice or issue warnings before taking any action under this policy.

3.2.7.MAP will help maintain healthier results in the Canadian marketplace. If you have any questions, please feel free to reach out to your dedicated account manager. ShopperPlus values your partnership and appreciates your support of this pricing policy.

***ShopperPlus Distributed Branded Products** refers to all Brands Moustache®, PrimeCables®, Pantum® currently available on the ShopperPlus websites: www.123InkCartridges.ca; www.PrimeCables.com.

4. RESELLER OBLIGATIONS

4.1. Reseller agrees to sell products to end users only. Sales to other resellers or dealers are not permitted.

4.2. Reseller shall use its best efforts to promote and sell products. But reseller shall not publish, through newspapers, magazines, websites, in-store advertising or any other media, products at a price lower than the agreed upon MAP.

4.3. Reseller shall act as a totally independent entity and no contract of employment or agency shall be created by virtue of this agreement.

4.4. Reseller shall maintain an adequate inventory of products to properly fulfill the anticipated demands of the end users.

4.5. Reseller undertakes to avoid any activity, which to its knowledge is detrimental to ShopperPlus interest, reputation and good will and to use its best endeavors to promote the goodwill of ShopperPlus.

4.6. Reseller shall defend, indemnify and hold harmless ShopperPlus from and against any and all suits, infringement, legal proceedings, claims, demands, damages, liabilities, losses, fines, penalties, costs and expenses including reasonable legal fees

5. MARKETING ASSISTANCE

ShopperPlus actively supports the advertising and promotion of our distributed branded products by its authorized resellers – we do this by providing marketing assets and pricing guidelines. We greatly appreciate the efforts of all resellers to market our products and support end users.

5.1. Reseller will use its best efforts to exploit the product and to maintain the reputation and image of ShopperPlus and the established prestige and goodwill of the trademark. The resellers shall maintain the high standards of the product and the trademark in all marketing, packing and promotion of the products.

5.2. Reseller agrees to deal with customer complaints or product liability cases and similar events in an efficient and appropriate way which conforms to the repute of ShopperPlus and their Product.

6. WARRANTIES

6.1. All Ink&toner products from 123InkCartridges (Except for the OEMs) are covered by our master One Year Guarantee policy.

<http://www.123inkcartridges.ca/policies/guarantee#return-refund-replacement>

6.2. All cables&adaptors product from PrimeCables is covered by our master warranties policy from PrimeCables.com.

<http://www.123inkcartridges.ca/policies/guarantee#return-refund-replacement>

7. SHIPPING POLICIES

We use our reliable shipping partner Canada Post and Canpar for secure and fast shipping. This shipping option is applicable for all orders within Canada shipped via standard delivery, with tracking information and email notifications. Shipping is not waived for free promotional items.

We can also provide courier shipping options to meet resellers' special shipping requirements.

7.1. Shipping fee

We charge the actual shipping cost for all reseller orders, the minimum shipping cost for an order is as low as \$5, 22! Please verify the actual shipping cost at the checkout page.

7.2. Processing time

On average most orders will be shipped the next business day. Processing time can take up to 24-48 hours. Once processed, the delivery time can take anywhere from 1-5 business days depending on where you are located in Canada. (Please note that our warehouses are only open from Monday to Friday 9AM to 5PM.) Orders placed over the weekends will only be processed on Monday or Tuesday. Orders placed over the Holidays and special Promotional Events can extend the processing and shipping time.

Our main warehouse is located in Montreal, Quebec and we also have a secondary warehouse in Richmond, British-Columbia with limited items. Depending on where you are located as well as the item availability, this will determine the time it will take for your order to be delivered.

7.3. Delivery time*

On average your order will be shipped the next business day with an estimated delivery of 1-5 business days.

- - 1-2 business days to Montreal & Vancouver.
- - 2-3 business days to Toronto. & Calgary.
- - 4-5 business days to Yukon, Northwest Territories& Newfoundland.

*Estimated by Canada Post for reference only.

7.4. Shipping Notes

- - The billing and shipping information must be the same for all orders. If there is any issue with orders placed, an agent will contact you to resolve it.
- - This shipping offer may be discontinued at any time. All confirmed orders that were placed before the offer ends will receive the shipping cost they were quoted at the time the order was placed regardless of the shipping date.
- - Once a package leaves our warehouse it becomes the responsibility of the carrier. The carrier is responsible for any unforeseen delays in your order's arrival. Please allow 15 business days for packages to be delivered before the Post Office considers it a lost package.
- - We do not refund shipping cost, please refer to our return and refund page for further information.
- - We are not responsible for any parcel returned to us due to a typing error in the shipping address, unless the order was placed by one of our agent.
- - If you placed an order and made a mistake, a shipping fee will be applied to reship you the order, that is once the order is returned to sender.

8. RETURNS AND REFUND POLICIES

Reseller returns&refund policies are covered by ShopperPlus master return&refund policies.
<http://www.123inkcartridges.ca/policies/guarantee#return-refund-replacement>

9. DROP-SHIPPING SERVICES

As a reseller, you will be privileged with the drop ship service option. This will help you to minimize your expenses of rent and labor, thus maximize your profits.

10. ENVIRONMENTAL HANDLING FEES

<http://www.123inkcartridges.ca/environmental-handling-fees>

11. DURATION AND TERMINATION OF AGREEMENT

11.1. This Agreement shall commence on the Effective Date and shall continue in full force until terminated as set forth herein. This Agreement may be terminated by either party, with or without cause, with 30 days' prior written notice to the other party, or immediately by ShopperPlus if Reseller breaches any provision under this Agreement or any Program.

11.2. In the event of the termination of this Agreement for any reason, all rights granted to Reseller shall terminate, and Reseller shall immediately discontinue all marketing and distribution of products purchased from ShopperPlus.

12. MISCELLANEOUS PROVISIONS

12.1. Your Account

You agree to take responsibility for the safekeeping of your user name and password. You are liable if your username or password is used by unauthorized persons.

12.2. Information, Images and Photos

All logos, images, terms, policies and product information are the property of ShopperPlus Inc. and cannot be copied or distributed without the express written consent of the company. To obtain permission, please email support@123inkcartridges.ca

ShopperPlus wishes to include updated pictures of all the goods on the site. New pictures of the goods may differ from the actual goods.

12.3. Privacy

ShopperPlus will comply with our Privacy Statement. ShopperPlus will not disclose your personal information to external organizations except for the purpose of fulfilling your order.

<http://www.ShopperPlus.com/privacy-policy.html>

12.4. Changes to terms

Each order is governed by the Authorized Reseller Agreement “ARA” when the order is placed. ShopperPlus can add, cancel or modify ARA without notice. It is your responsibility to read and understand these terms and conditions each time you place an order.

12.5. Applicable Law

All purchases, and these terms and conditions are in accordance with the laws of Canada.