

INTRODUCTION

You ("Reseller" or "you") and Defense Soap, LLC, an Ohio Corporation, located at 13000 Athens Ave. Suite 350, Lakewood, OH 44107. Tel: 440-799-4330 ("Defense Soap") have each entered into a service agreement with Defense Soap, LLC. Reseller has entered into a "Reseller Service Agreement" with DEFENSE SOAP for its participation in the reseller service program.

This Defense Soap Corporate Reseller Agreement ("Reseller Agreement") is applicable to Reseller's membership in the Defense Soap Corporate Reseller "Program" (as defined in the Reseller Service Agreement) and stipulates certain terms and conditions of the Reseller Service Agreement with respect to Reseller's participation in Defense Soap's Reseller Program.

Reseller acknowledges that it may participate in Defense Soap's Reseller Program only under the terms and conditions set forth below, and that subsequent to Defense Soap accepting this Reseller Agreement, Defense Soap will, in its sole discretion, determine whether or not to accept Reseller into Defense Soap's Reseller Program. If Defense Soap rejects Reseller's application, Reseller may reapply to the Program upon compliance with this Reseller Agreement and correction of the basis for rejection. Any Defense Soap content, trademarks, logos, service marks, trade dress, slogans, copyrighted or other proprietary material, or links contained therein, that are authorized by Defense Soap to be provided to Reseller through the Reseller Service is considered "Defense Soap Content."

AGREEMENT

For value received, Reseller covenants to DEFENSE SOAP as follows:

1. INCORPORATION

The introductory paragraph above is incorporated herein, and any capitalized term herein that is not defined will have the meaning set forth in the Reseller Service Agreement.

2. ORDER OF PRECEDENCE

In the event of an inconsistency between the Reseller understanding of this agreement and this Reseller Agreement, this Reseller Agreement will control.

3. ONGOING COMPLIANCE

Reseller's continuing compliance with this Reseller Agreement is a condition of continuing participation in the Program. Defense Soap reserves the right to review and audit Reseller's Web site and/or advertising practices from time to time to determine if Reseller is in continued compliance with this Reseller Agreement. Reseller's Web site must be and remain fully functional. Defense Soap may reject or terminate Reseller if its Web site is not live, is "under construction", or if Reseller's Web site is a personal homepage or personal Web site.

4. TRADE DISCOUNTS

Reseller will receive a trade discount as set forth by Defense Soap at the time of the qualifying transaction, according to the terms set forth in the Reseller Service Agreement and in accordance with Defense Soap's published wholesale pricing.

5. ADULT CONTENT AND OTHER UNACCEPTABLE CONTENT

Reseller may not post adult-oriented content on any page on which the Defense Soap Content appears. Defense Soap considers content to be "adult" if it contains nudity or obscenity, sexually explicit, pornographic, or lewd material, or is otherwise intended for sexual gratification or is inappropriate for minors, as determined in Defense Soap's Reseller sole discretion. Reseller may not post any offensive content or incorporate images or content that is in any way harmful, threatening, obscene, harassing or racially, ethnically or otherwise objectionable, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, as determined in Defense Soap's Reseller sole discretion.

6. USE OF DEFENSE SOAP CONTENT; PROHIBITED ACTIVITIES

Reseller agrees that it is sublicensed and only the exact Defense Soap Content provided by Defense Soap through the Defense Soap Marketing Department and only in the form and manner available from and as specified by that department can be used in the Reseller's marketing materials solely for the express purpose of marketing Defense Soap. Reseller is not granted any other rights to use any intellectual property of Defense Soap. Defense Soap shall have complete discretion to evaluate Reseller's use and to decide whether that use violates any applicable terms and conditions of this Agreement or any provision of law.

(a) Reseller may not publish, or cause to be published, either electronically or on printed materials, discounts on product pricing that is less than the published suggested retail prices as set forth on Defense Soap's website or in Defense Soap's most recent effective price lists, without the approval of Defense Soap.

(b) Reseller may not distribute, transfer, sublicense or otherwise use Defense Soap Content in any manner which is not specifically authorized by this Reseller Agreement or which is inconsistent with any term of this Agreement or provision of law.

(c) Reseller acknowledges that Defense Soap owns and will retain all right, title, and interest in the Defense Soap Content, including, without limitation, any proprietary rights which may be developed in the future. Reseller's use of Defense Soap Content inures exclusively to the benefit of Defense Soap, and Reseller obtains no rights in Defense Soap Content via Reseller's use thereof.

(d) Reseller will ensure that the presentation of the Defense Soap Content is consistent with Defense Soap's Reseller own use of the Defense Soap Content in comparable media. Reseller promptly and at Reseller's expense will make any changes to its use of the Defense Soap Content as are requested by Defense Soap.

(e) Reseller will not make any material alteration, and will not remove or modify any trademark, service mark, or privacy policy link or other notices from the Defense Soap Content. Reseller will use best efforts to replace any Defense Soap Content displayed on its site, or in any advertising, or collateral materials with any new Defense Soap Content provided by

Defense Soap immediately after receiving notice from Defense Soap or from the Reseller Service of the new Defense Soap Content, but in no event more than within 30 days after receiving notice from Defense Soap.

(f) Reseller will not present or use Defense Soap Content that, in Defense Soap's Reseller sole discretion: (i) could be interpreted to suggest Reseller's editorial content has been authored by, or represents the views or opinions of Defense Soap, or Defense Soap's Reseller representatives; (ii) in a manner that is misleading, defamatory, libelous, obscene, or otherwise objectionable; (iii) in a way that infringes, derogates, dilutes, or impairs the rights of Defense Soap or any third party; (iv) as part of a name of a product or service of a company other than Defense Soap; or (v) in any other manner inconsistent with any term of this Agreement or with any provision of law.

(g) Reseller may bid on search terms available from Web sites, search engines or other directory or referral services (e.g., Defense Soap Search Marketing, Google, etc., collectively "Search Engines"), provided that (i) Reseller's search terms, listing titles and descriptions, and the content of their Web sites do not violate the trademark, copyright or any other rights of Defense Soap or any third party, as determined by Defense Soap in its sole discretion; and (ii) Reseller complies with the following guidelines, as determined by Defense Soap in its sole discretion:

•Reseller Ads shall not bid on and not be displayed in response to a keyword query containing "Defense Soap" or any other Defense Soap trademark, nor any confusingly similar term, and Reseller will not be paid for any transactions resulting from any such keyword or any phrase containing such keyword (including but not limited to Google, Yahoo, MSN, etc.). Reseller may be required to employ negative keyword matching to prevent violation of this guideline.

•if Reseller bids on permitted keywords not in combination with Defense Soap's Reseller trademarks, then all such advertising placements must comply with the Terms of Service for the Search Engine that will serve the advertising

(h) Reseller's site shall not in any way copy or resemble the look and feel of the Defense Soap website, nor shall Reseller create the impression that your site is a part of the Defense Soap's Reseller network of sites. You shall not use Defense Soap's Reseller trademarks, or any variation or misspellings thereof, in your URL, company name, business name or site name. You shall not scrape or frame, or permit the scraping or framing of any page of the Defense Soap's Reseller network.

(i) Reseller will not register or use any domain names containing 1) any Defense Soap or other Defense Soap trademark, or 2) any string that in Defense Soap's Reseller sole opinion is confusingly similar to any Defense Soap or other Defense Soap trademark.

(j) Reseller will not use, or include any Defense Soap Content in, deceptive software download or computer settings practices to promote Defense Soap, Defense Soap Content, or Defense Soap's Reseller Site. The deceptive practices prohibited include, but are not limited to, installing software without user knowledge, changing a user's home page without securing user permission, and offering downloadable software that does not include an uninstaller or that can not be uninstalled by Windows Add/Remove Programs. Defense Soap will refuse all applications or sign ups from Reseller or any other party whom Defense Soap believes participates in spyware, adware, parasiteware or similar types of techniques for driving internet traffic. We reserve the right to research and investigate Reseller or any other party and their respective activities and, at our sole discretion, determine whether or not these practices are in place. Resellers hereunder who are found to be in violation of this policy will be immediately terminated from the program and will forfeit all commissions paid or unpaid as of the date of such discovery. In that event, this Agreement will automatically terminate.

(k) The following entities are "restricted entities" and Reseller will not promote Defense Soap, Defense Soap Content, or Defense Soap's Reseller Site in connection with such restricted entities: Shopping.com, Shopzilla, Bizrate, eBay, Amazon, NexTag, etc. Defense Soap reserves the right to update this restricted entities list or provide exceptions at any time upon sending notice to Reseller, and such update will not constitute a material change under this Reseller Agreement.

(l) Reseller will not use, or include any intervening windows, redirects, advertising or web pages that contain any of the following, but not limited to, "pop-up or pop-under" windows (collectively "Pop-Ups") to promote Defense Soap, Defense Soap Content, or Defense Soap's Reseller Site.

(m) Reseller may not offer, either directly or indirectly, any consideration or incentives to potential Subscribers to register for the Defense Soap's Reseller Service, including without limitation, payment of money, rebates, discounts, special offers, or other benefits. Reseller is solely responsible for publishing only current suggested list pricing info for Defense Soap's Reseller Service.

(n) All promotional activities undertaken by you to promote Defense Soap shall be made in accordance with all applicable laws and regulations.

(o) Reseller agrees to provide accurate, updated contact information at all times in order for Defense Soap to communicate and provide payment to Reseller. Reseller's failure to provide accurate, updated contact information may result in suspension /or termination, and Defense Soap assumes no responsibility due to Reseller's failure to provide accurate, updated contact information.

(p) ANY UNAUTHORIZED USE OF THE DEFENSE SOAP CONTENT IS STRICTLY PROHIBITED AND WILL RESULT IN TERMINATION FROM THE PROGRAM. ALL RIGHTS NOT EXPRESSLY GRANTED BY DEFENSE SOAP ARE RESERVED.

7. PROHIBITION ON RESELLER EMAIL ACTIVITIES

Reseller may not distribute any emails or newsletters containing Defense Soap Content or otherwise promote Defense Soap without the prior written permission of Defense Soap. If Reseller desires to conduct an email or e-newsletter campaign containing Defense Soap Content or promoting Defense Soap, then Reseller must contact Defense Soap and complete a Reseller Email Campaign Application. If approved by Defense Soap, then Reseller will be

required to enter into a supplemental agreement that will be appended to and incorporated into this Reseller Agreement. Reseller shall forfeit to Defense Soap any monies resulting from any breach of this Section 7, pursuant to Section 10 below.

8. LIMITED TO U.S. TARGETED USERS

Reseller will be allowed to participate in the Program so long as Reseller's Web site substantially services or targets U.S. residents.

9. PRIVACY POLICY

Reseller will not collect any personally identifiable or aggregated user data from Visitors through or by exploiting the Defense Soap Content. Any Visitor data generated by Reseller's activities in connection with the Program will be the sole property of Defense Soap.

10. MATERIAL BREACH

In addition to the list of material breaches in Section 2.3 (numbered a-k) of the Reseller Service Agreement, Reseller agrees that Defense Soap may terminate Reseller from its Program immediately, and that Reseller shall forfeit to Defense Soap all monies resulting from, if (as determined by Defense Soap in its sole discretion):

- (a) Reseller has become or is threatened to become a litigant in an action which will adversely affect Defense Soap's Reseller business; or
- (b) Reseller sends unsolicited commercial email to Defense Soap's users or relating to Defense Soap in any way, hijacks, diverts or captures user traffic, provides false account information, falsely increases the number of Transactions; or
- (c) Reseller fails to comply with any provision of this Reseller Agreement or the Reseller Service Agreement, violates any right of any third party, or violates any provision of law.

11. NO REPRESENTATIONS

Reseller agrees that it shall not, without the express written consent of Defense Soap, (a) make statements that it is doing business with Defense Soap or any of Defense Soap's Partners, or (b) use any distinctive brand features of Defense Soap with any such permitted statement, and Reseller agrees to not make any representations, warranties or other public statements concerning Defense Soap, Defense Soap's Reseller Web site, product or services (including but not limited to pricing information, special offers, discounts, and testimonial text), Defense Soap Content, or Defense Soap's Reseller policies except as specifically permitted herein.

Reseller agrees that it shall not make any statements to the effect that Defense Soap can treat, prevent or mitigate any diseases in humans or animals.

Reseller agrees to include the following disclaimer whenever health claims are made for Defense Soap in Resellers online or offline marketing: Information about Defense Soap is provided for informational purposes and is not a substitute for professional medical advice. You should not use the information for diagnosing or treating a medical or health conditions. You should carefully read all product packaging. If you have or suspect you have a medical problem, promptly contact your professional healthcare provider. Statements and information regarding dietary supplements have not been evaluated or approved by the Food and Drug Administration. Please consult your healthcare provider before beginning any course of supplementation or treatment.

12. TERM AND TERMINATION

The term of this Reseller Agreement shall be continuous, unless and until either party properly terminates this Reseller Agreement, as follows: (i) Defense Soap may provide Reseller with written notice of termination for any cause whatsoever, or for no cause; or (ii) Reseller terminate its participation in the Program at any time without notice to Defense Soap. Upon termination of this Reseller Agreement, Reseller must immediately remove and cease using any Defense Soap Content, Program Links or other distinctive brand features of Defense Soap. Defense Soap intends to terminate this Reseller Agreement with any Reseller that fails to generate business during any consecutive 180 day period. Following termination of this Reseller Agreement, Reseller agrees to forfeit to Defense Soap for any costs of collecting same, including attorneys' fees.

13. RESPONSIBILITY FOR SITE/INDEMNIFICATION

Reseller will be solely responsible for the development, operation, and maintenance of its Web site(s) and for all content that appears on Reseller's Web site(s). For example, Reseller will be solely responsible for:

- * technical operation of Reseller's Web site(s) and all related equipment;
- * placement of Links to Defense Soap as described above;
- * accuracy, timeliness and appropriateness of content posted on Reseller's Web site(s);
- * ensuring that materials posted on Reseller's Web site(s) do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights); and
- * ensuring that content posted on Reseller's Web site(s) is in compliance with this Reseller Agreement, and not libelous or otherwise illegal.

Defense Soap disclaims all liability for these matters. Further, Reseller agrees to indemnify and hold Defense Soap, and its subsidiaries, Resellers, officers, agents, co-branders or other partners, and employees, harmless from all claims, damages, demands, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of Reseller's site, use of the Defense Soap Content, violation of this Reseller Agreement, or violation of any right of another party or any provision of law. Reseller will permit Defense Soap, at its election, to assume and control the defense of any such claim at Reseller's cost. Reseller may not take any action inconsistent with this provision, and may not settle any claim relating to Defense Soap without Defense Soap's Reseller prior written consent.

14. MODIFICATIONS

Defense Soap may modify any provision(s) of this Reseller Agreement upon seven (7) days notice by notifying Reseller in writing. If any modification is unacceptable to Reseller, then Reseller may terminate this Reseller Agreement through the Network Service. Reseller's continued participation in the Program and compliance with such change(s) following Defense Soap's Reseller notification will constitute Reseller's legally binding acceptance of such change.

15. CONFIDENTIALITY

The terms and conditions of this Reseller Agreement and the Program Terms, including all information and statistics regarding Reseller's participation in the Program, are strictly confidential and may not be disclosed by Reseller to any third party. The restrictions in this Section 15 will not apply to confidential information that is required to be disclosed by the Reseller pursuant to judicial order or other compulsion of law, provided that Reseller shall provide to Defense Soap prompt notice of such order and provided that Reseller shall reasonably seek to maintain confidentiality of the disclosure via an appropriate protective order.

16. GENERAL

The Reseller Service Agreement, constitute the entire agreement between Reseller and Defense Soap and govern participation in the Program, superceding any prior agreement between Reseller and Defense Soap. This Reseller Agreement and the relationship between Reseller and Defense Soap shall be governed by the laws of the State of Ohio without regard to its conflict of law provisions. Notwithstanding the choice of venue in the Reseller Service Agreement, Reseller and Defense Soap agree to submit to the personal jurisdiction of the courts located within the county of Cuyahoga, Ohio. The failure of Defense Soap to exercise or enforce any right or provision of this Reseller Agreement shall not constitute a waiver of such right or provision. If any provision of this Reseller Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and t other provisions of this Reseller Agreement remain in full force and effect. Reseller will not assign, transfer, sublicense, or otherwise delegate its rights under this Reseller Agreement without the prior written consent of Defense Soap. Any such assignment, transfer, sublicense or delegation in derogation of this provision shall be null and void.

17. RESELLER INFORMATION

Reseller authorizes Defense Soap to provide to Defense Soap LLC any and all information provided by Reseller to Defense Soap or otherwise obtained or created by Defense Soap relation to Reseller at any time.

18. MANUFACTURER'S ADVERTISED PRICE (MAP)

To assure integrity of its product line, fair pricing and an orderly marketplace, "Reseller" agrees not to advertise an "Defense Soap" products at a price lower than "Defense Soap's" minimum advertised price, hereinafter called MAP.

MAP refers to and is applicable to all published, advertised or publicly posted prices, regardless of the manner communicated and irrespective of the format or medium of communication, whether it be by electronic mail, postcard, flyer, radio or television, billboard, magazine, trade journal, airplane banners, newspaper insert, website banner or similar ad, webpage, facsimile, mailings, pre-recorded telemarketing messages, or any other form of advertising included posting products on Amazon.com and/ or eBay.com. MAP does not apply to non-advertised prices. Dealer is free to set its own prices and may sell products at any price in its sole discretion. The restriction contained herein is with respect to advertising, marketing, publishing or broadcasting price for public dissemination.

"Defense Soap" shall determine MAP for all "Defense Soap" products, in its sole and absolute discretion. "Defense Soap" reserves the right to set, change, modify or discontinue any product, or MAP at any time, without notice and without liability. (Refer to Vendor/Dealer Price List)

All automatic e-mail responses to price inquiries must comply with MAP policy. Signature agrees to compliance of all terms stated herein:

BY APPLYING FOR THE DEFENSE SOAP RESELLER PROGRAM AND SIGNING BELOW YOU, RESELLER, ARE SIGNIFYING YOUR AGREEMENT TO BE BOUND BY THIS RESELLER AGREEMENT

Authorized Signature _____ Date _____

Title _____ Company _____

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Return by FAX: 440.799.4331