



- RESELLER TERMS & CONDITIONS -

IMPORTANT: PLEASE READ THESE RESELLER TERMS AND CONDITIONS CAREFULLY AND MAINTAIN A COPY FOR YOUR RECORDS.

BY SUBMITTING: (A) An order, OR (B) A PROSPECTIVE order; OR (C) ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO ANY DÉsirABLES ENTITY, OR BY SIGNING UP THIS DOCUMENT, YOU ACCEPT AND AGREE TO BE BOUND BY THESE RESELLER TERMS AND CONDITIONS, THE DOCUMENTATION, AND THE OTHER ITEMS REFERENCED HEREIN AND THEREIN (COLLECTIVELY, THE "AGREEMENT"), ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THE AGREEMENT WHERE ("Documentation") means the OFFICIAL written information pertaining to the Agreement and made available by Désirables to you as updated or amended by Désirables from time to time. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THE AGREEMENT.

YOU MUST ACCEPT THE AGREEMENT BEFORE YOU CAN: (A) SUBMIT An order, OR (B) SUBMIT A PROSPECTIVE order; OR (C) SUBMIT ANY SIMILAR BUSINESS OPPORTUNITY OR OFFER TO ANY DÉsirABLES ENTITY; OR (D) RECEIVE ANY PRODUCT OR CONSIDERATION OF ANY KIND FROM DÉsirABLES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN DÉsirABLES IS UNWILLING to sell any products AND HAS NO OBLIGATION TO PAY ANY CONSIDERATION OR ANY AMOUNTS TO YOU.

THE AGREEMENT IS BETWEEN THE DÉsirABLES ENTITY THAT ACCEPTS THE ORDER FOR THE APPLICABLE PRODUCT ("DÉsirABLES," "WE," OR "US") AND THE INDIVIDUAL OR LEGAL ENTITY THAT SUBMITS THE ORDER OR THAT SIGNS UP THIS DOCUMENT ("RESELLER" "DEALER" "YOU," OR "YOUR"). THE AGREEMENT MAY APPLY TO MULTIPLE DÉsirABLES ENTITIES WITH RESPECT TO DIFFERENT PRODUCTS PROVIDED THAT NO DÉsirABLES ENTITY HAS THE RIGHT TO ENTER ANY CONTRACT ON BEHALF OF OR AS AGENT FOR ANY OTHER DÉsirABLES ENTITY. IF YOU ARE PART OF OR OTHERWISE ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS "RESELLER," "DEALER", "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

1.0 PRODUCTS, NON-EXCLUSIVE APPOINTMENT & TERRITORY.

1.1 Authorization: Subject to and in accordance with the terms and conditions of this Agreement, Désirables hereby authorizes Dealer and Dealer hereby accepts such authorization to market and resell in the Designated Channel that is in the Territory only those Désirables Products purchased pursuant to the Order. "Designated Channel" means end user customers who are buying for their own use and not for resale. "Territory" means: (a) in the case of a Dealer located in Canada, Canada; (b) in the case of a Dealer located in the United States, the United States; and (c) for all Dealers, regardless of their own location, worldwide excluding the United States and Canada. Dealer's authorization is non-transferable and non-exclusive. Dealer acknowledges that Désirables reserves the unrestricted right to directly sell, market and distribute, or to grant to others the right to sell, market and distribute the Products in the Territory and the Designated Channel. Dealer further acknowledges that Désirables also reserves the unrestricted right to grant exclusivity to a particular country or countries outside of the United States or Canada.

1.2 Minimum Orders: Dealer Order may be subject to any minimum order requirements specified by Désirables from time to time and such minimum order requirements may be adjusted by Désirables at any time in its discretion with or without notice to Dealer.

1.3 Specifications: Product features, dimensions and other specifications set forth Désirables sales literature or Information are subject to change. Désirables may, without affecting its obligations under an accepted Order, make changes in the specifications of the Products delivered under an Order from those contained in sales literature or Information.

1.4 Appointment: Subject to the terms and conditions of this Agreement, Désirables hereby appoints Reseller as a non-exclusive Reseller of the Products for resale to and use by its direct customers and managed service provider customers and those who use Products through its direct customers or managed service provider customers (collectively "User/s"). Reseller's territory shall be as set forth in the Documentation or as otherwise agreed by Reseller and Désirables (the "Territory"). Reseller agrees that it shall not directly or indirectly market, sell or otherwise promote the Products outside the Territory unless otherwise agreed by Désirables.

1.5 Non-Exclusive: Each party acknowledges and agrees that this appointment from Désirables is non-exclusive, and Désirables may appoint other Resellers and may use its own sales personnel to market, promote and sell the Products and nothing contained herein shall prohibit or otherwise restrict Désirables from soliciting or doing business with Users or marketing, promoting, or referring leads to third parties engaged in a business similar to or competitive with Reseller. Furthermore, Désirables may, at any time and in its sole discretion, refuse to approve the resale of the Products to any User for any reason or no reason without liability or payment obligation of any kind.

2.0 TERM, TERMINATION AND SURVIVAL

2.1 Term: This Agreement shall commence on the Effective Date and remain in full force and effect for such period of time as Dealer is engaged in the resale of Products purchased pursuant to this Agreement. Once all Products purchased pursuant to the Order have been sold by Dealer all of the rights and licenses granted to Dealer hereunder shall terminate.

2.2 Intervening Events: Désirables shall not be liable for delay or failure in performance resulting from acts or events beyond the control of Désirables, including but not limited to, strikes or labour or industrial disturbances, civil disturbances, acts, orders, legislation, regulations or directives of any government or other public authorities, acts of public enemies, riots, sabotage, blockages, embargoes, shortages of labour, materials and suppliers, delays or failures of suppliers, lightning, earthquakes, fire, storms, hurricanes, floods, washouts, explosions and acts of God.

2.3 No Assignment: Neither this Agreement nor any right granted hereby is assignable by Dealer without Désirables's prior written consent. Désirables may assign this Agreement at any time without notice to Dealer.

2.4 Severability / Waiver: Any provision of this Agreement which is unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No delay or omission by a party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

3.0 PRICING, PAYMENTS, TAXES, FEES & SURCHARGES

3.1 Pricing: Product pricing is reflected in the Invoice. All dollar amounts on the Invoice and on the Site are in Canadian Dollars. Prices for future Invoices are subject to change without notice, at Désirables's sole discretion. Prices are E.X.W., unless otherwise specified in a particular Invoice. Dealer will pay, in addition to the stated price, all taxes howsoever designated, levied or based on the purchase price of the Products or their use including federal, state, provincial and local, sales, use, privilege, excise, property or other taxes, and all other rates, levies, fees, duties, assessments or other charges imposed by any government (municipal, provincial and federal) on or in respect of this Agreement or the Products or their purchase, importation, delivery, possession, use and operation.

3.2 Purchase Invoices: All Invoices for Product(s) shall be deemed to be an offer by you to purchase Product in accordance with these Standard Terms. Acknowledgement of receipt of an Order shall not constitute acceptance of an Order by Désirables unless acceptance is expressly stated in such acknowledgement. Désirables reserves the right to decline to accept any Order entirely at its discretion and for any reason. An Order shall only be accepted by Désirables when Désirables does so in writing or when Désirables delivers Products to Dealer, whichever occurs first. Désirables agrees that it shall use commercially reasonable efforts to promptly notify Dealer of its intention to reject any Invoices. Once the Order has been accepted, Désirables may make partial shipments if some items are on backorder.

3.3 Dealer's Customer Prices: Désirables shall have sole discretion as to the selling price of Product to the Reseller's customers. For any promotion, solds or change in the prices, the Reseller must submit a request to Désirables. Désirables reserves the right to decline or accept any other price submitted by the Reseller.

3.4 Terms of Payment: Unless otherwise agreed in writing by Désirables, payment shall be due and payable in full via credit card, check or bank transfert prior to shipment of Product. Time for payment by Dealer shall be of the essence. In certain circumstances, Désirables may elect to invoice Dealer and any such invoice shall be due and payable within 30 days of receipt thereof, after which time Désirables shall be entitled to interest at a rate of twelve percent (12%) per annum on any overdue amounts outstanding. In the event that Dealer presents an NSF cheque to Désirables, Désirables shall be entitled to an additional charge of 35.00\$. Dealer shall indemnify Désirables for all of Désirables's reasonable costs and expenses (including without limitation, reasonable legal fees) associated with the collection of any unpaid amounts due and payable hereunder. Dealer will not have the right to claim compensation or to set-off against any amounts which become payable to Désirables herein or otherwise.

3.5 Title: If Dealer makes payment in advance title to and ownership of the Products shall pass to Dealer on delivery of Product by Désirables, otherwise title to and ownership of Products shall not pass to Dealer and shall remain with Désirables until Dealer has paid all payments and other amounts owing to Désirables under this Agreement in full and has performed all obligations under this Agreement in full; thereupon, title to and ownership of the Products shall vest in Dealer without further act.

3.6 User Pricing & Payments: Subject to the terms of this Agreement, with respect to Users, Reseller shall be solely and exclusively responsible for all contracting, charging, invoicing and collecting.

3.7 Taxes, Withholding: Reseller shall be solely responsible for any applicable sales, use or any other taxes (collectively "Taxes") payable under, or arising out of, or in connection with, this Agreement and will not withhold any Taxes from payment to Désirables.

3.8 Price Changes: Pricing is subject to change upon notice by Désirables to Reseller. Any changes made to such pricing shall not retroactively affect any obligation incurred hereunder prior to the time of such change. The price modifications shall take effect after notice unless Reseller provides written notice to Désirables that Reseller does not accept the proposed modifications to pricing, in which case the parties shall negotiate in good faith regarding the proposed changes. If the parties are unable to agree on the changes, then Désirables may terminate this Agreement immediately without further obligation or liability. Notwithstanding the foregoing, Désirables reserves the right to add additional charges for any new or additional Products provided to Reseller by Désirables under this Agreement at any time.

4.0 SHIPPING AND TRANSPORTATION

4.1 Manner of Transportation and Delivery Date: Désirables may ship in any manner convenient to Désirables. Any delivery date quoted by Désirables is its best estimate and is based upon the conditions in its works at the time, and therefore such date shall be interpreted as being estimated only and in no event shall time be of the essence regarding such date or shall Désirables be liable for any failure to do so. If Désirables learns it cannot ship within the estimated times, Désirables will use commercially reasonable efforts to advise Dealer of the new estimated shipment date. For items on backorder, Désirables may ship whenever the Product becomes available without any notice to Dealer.

4.2 Returns: Dealer must accept all Products tendered under this Agreement. Under no circumstances is Dealer permitted to reject Products tendered or to return Products without Désirables's prior written consent. All returns must be in the original Désirables packaging and contain all items provided with the Product. Dealer must contact Désirables to discuss the best way to handle every return.

4.2.1 Items still under the warranty : The Dealer agrees to put in contact their client and the team at Désirables in order to facilitate the exchange for the product that falls under the 5 years warranty.

5.0 RESELLER OBLIGATIONS

5.1 Risk: Dealer hereby assumes all risks regarding the Products, including without limitation, risk of loss, theft, damage or destruction (and whether or not insured against) upon delivery of the Products by Désirables to the Reseller's place of business.

5.2 Cancellation / Delay by Buyer: Dealer may not cancel Orders for Products available for immediate shipment. Dealer may, on written notice of cancellation received by Désirables no less than one (1) business day prior to actual scheduled shipment date cancel Orders for pre-ordered Products or Products on backorder.

5.3 Dealer Obligations: Dealer represents, warrants and agrees that it shall, at all times in the performance of, and in accordance with the terms and conditions of, this Agreement, comply with the following obligations, responsibilities and terms and conditions: (a) employ personnel reasonably familiar with the operation of the Products; (b) devote such time and effort that is reasonable to sell and promote, market, advertise and extend, in good faith, sales of Products to customers in the Territory; (c) provide interested customers in the Territory with all information and material at the disposal of Dealer relating to the Products and their operation, function or otherwise; (d) conduct business in its own name and, except to the extent expressly provided in this Agreement, without representing, in any manner and to any extent, that Dealer or its representatives are either affiliated with, or is a part of, Désirables, provided that Dealer may designate itself as an "Authorized Désirables Reseller" in relation to all such business; (e) render to Désirables, at its expense, all reasonable assistance in any connection with Product problems, warranty service or other matters arising as a result of Dealer sales of Products; (f) comply with all applicable laws; (g) not in any manner or to any extent whatsoever: (i) engage in deceptive, illegal, misleading, or unethical practices that are or might be detrimental to Désirables, Products, customers or the public; (ii) engage in the publication or utilization of any misleading or deceptive advertising material with respect to any Product or concerning Désirables (iii) make any representations, warranties, covenants, or guarantees whatsoever to anyone with respect to any Products or concerning Désirables, that are, in any manner or to any extent, inconsistent with those provided directly by Désirables to Dealer or that otherwise

have not been expressly authorized in writing by Désirables; (iv) not sell Products to anyone outside of the authorized Designated Channel and Territory nor export the Products; (v) incur any expenses on behalf of Désirables without Désirables's prior written consent. All costs and expenses incurred by Dealer in any connection with this Agreement shall, except to the extent otherwise agreed to by the parties in writing or as is otherwise expressly set forth herein, be the sole responsibility and liability of, and shall be paid by, Dealer.

5.4 No Redistribution: Unless approved by Désirables in writing, Reseller may not allow other entities to resell or otherwise redistribute the Products and Reseller acknowledges that, in such event, Désirables or its Suppliers may, with no liability to Reseller or its Users, terminate the Products to any affected Users as well as contact such Users and offer the sale of the Products from Désirables directly.

6.0 INDEPENDENT CONTRATOR

6.1 Reseller is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners agents, franchisee or franchisor or otherwise, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Reseller is not an employee of Désirables and is not entitled to any employee benefits. All financial and other obligations associated with each party's business are the sole responsibility of such party. Reseller represents and warrants that it: (a) will not make any representation, warranties, or guarantees on behalf of Désirables, and (b) will not disparage Désirables in any manner or otherwise harm Désirables's business or reputation.

7.0 INTELLECTUAL PROPERTY

7.1 **Marketing and Trademarks:** (a) **Use of Marks.** Dealer recognizes Désirables's ownership and title to its trademarks, service marks and trade names whether or not registered (collectively "Désirables Marks"). Dealer shall not acquire any rights in Désirables Marks nor will it act to impair the rights of Désirables in and to such Désirables Marks. Dealer is hereby granted a limited, non-exclusive and revocable at any time permission to reproduce the Désirables Marks associated with the Products that are identified and approved by Désirables from time to time to the extent reasonably necessary in carrying out Dealer's Product marketing, advertising, servicing and sales activities authorized hereunder, subject to any directions, guidelines or policies communicated by Désirables to Dealer. Dealer agrees: to display any and all such notices in respect of the use of any Désirables Marks as Désirables may reasonably request, including notices indicating that such marks are used under license or are registered in the name of Désirables (or other persons); that any and all goodwill associated with the Désirables Marks, including Dealer's reproduction and advertising of the Désirables Marks and sale of Products as permitted hereunder, shall ensure exclusively to the benefit of Désirables or its licensors; not ever, in any jurisdiction, dispute or contest for any reason whatsoever, directly or indirectly, the validity, ownership or enforceability of the Désirables Marks, nor to take any actions or do anything that may infringe or impede on Désirables's or its licensors rights in and to the Désirables Marks. Any unauthorized use or modification of the Désirables Marks is expressly prohibited. (b) **Marketing Collateral.** Désirables may, in its discretion, provide available data, images, photos, and other varieties of information regarding Products and services that is intended to support marketing and sale of Products (collectively "Information"). Désirables hereby grants Dealer a royalty-free, non-exclusive and revocable license to distribute, display and promote the Information solely for the purpose

of advertising, promoting and selling the Products on the terms hereof. Désirables may revoke such license at any time if, in the determination of Désirables, Dealer's use, marketing, distribution, display or promotion is detrimental to the Product and/or the business and affairs of Désirables. Désirables does not warrant that Information will be current or error-free. Dealer may not adapt or change any Information without written permission of Désirables.

7.2 Publicity: Dealer may, subject to the terms hereof, generally publicly disclose that Dealer is an "Authorized Désirables Reseller". Any other public statements or releases by Dealer regarding the relationship between the parties shall require the prior written approval of Désirables.

7.3 Use Of Marketing Materials: Désirables may make available certain marketing Materials ("Materials") to Reseller for use by Reseller in marketing the Products. Reseller acknowledges and agrees that Désirables owns the copyright in such Materials and reserves all copyright therein. Reseller may modify the marketing Materials to incorporate Reseller's name and trademark(s); provided, however, that Reseller must obtain Désirables's written approval prior to the use, distribution or disclosure of any modified Materials. Reseller may use these Materials to market and promote the Products under the terms and conditions of this Agreement, but except as expressly set forth in this Section, these Materials shall not be copied, reproduced, modified, transmitted, displayed, performed, distributed, or otherwise used in whole or in part in any manner without Désirables's prior written consent.

7.4 No Other Rights Granted: Except as explicitly set forth in this Section, the parties agree and acknowledge that neither party is granted any license, express or implied, to or under any patent, copyright, trademark, service mark, trade secret or other intellectual property right of the other party.

8.0 INDEMNIFICATION, LIMITED WARRANTY AND LIMITATION OF LIABILITY

8.1 Product Warranty: Désirables shall provide its standard Product limited warranty statement with the Product for end user customer benefit ("Customer Warranty"). Dealer agrees to provide its customers with notice of the Désirables Customer Warranty. EXCEPT AS SET OUT IN THIS SECTION, DÉSIRABLES PROVIDES NO WARRANTIES TO DEALER AND EXPRESSLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS, PROMISES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY, DURABILITY, COMPATIBILITY, OPERATION OR USE OF THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY PERSON'S REQUIREMENTS OR THAT ANY OR ALL DEFECTS WILL BE CORRECTABLE.

8.2 Warranty Service: In the event of a failure of a Product sold by Dealer to comply with the Customer Warranty, Dealer customers may, subject to the terms and conditions of the Customer Warranty: (a) contact Désirables for service assistance at hello@desirables.ca; and (b) Désirables will make the determination if a replacement product can be sent to the customer .

8.3 Dealer Warranty: Dealer represents and warrants to Désirables that: (a) it shall use reasonable care in relation to the performance of its obligations hereunder and in providing services to customer and such performance shall be in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services; and (b) it has all necessary skill, experience and competence required to perform this Agreement and provide necessary installation services to its customers.

8.4 Limitation: IN NO EVENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL DÉSIRABLES, ITS SHAREHOLDERS, AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY THE "DÉSIRABLES PARTIES") BE LIABLE TO DEALER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFIT OR REVENUE, COSTS OF DELAY, LOSS OF TIME OR INCONVENIENCE OR COSTS OF PROCURING SUBSTITUTE PRODUCTS) EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THE DÉSIRABLES PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DÉSIRABLES PARTIES' TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE CAUSE OR FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE ACTUAL AMOUNTS PAID BY DEALER TO DÉSIRABLES UNDER THE APPLICABLE ORDER IN RESPECT OF THE PRODUCTS SUBJECT TO THE CLAIM.

All disclaimers and limitations set forth herein shall apply regardless of the nature of any cause of action or demand (including, but not limited to breach of contract, breach of warranty, negligence, strict liability, tort or any other cause of action) and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Agreement or any remedy contained herein.

8.5 Indemnity: Dealer hereby agrees to indemnify and hold harmless the Désirables Parties and their successors and assigns from and against all liabilities, obligations, costs, losses, demands, actions, proceedings, claims, damages and penalties (including, without limitation, all legal costs and costs of enforcement) incurred or suffered by any of the Désirables Parties and arising out of or relating to Dealer's performance or breach of this Agreement or Dealer's purchase, possession, use, operation or re-sale of Products.

9.0 MISCELLANEOUS

9.1 Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Québec, Canada, without regard to conflict of laws principles. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the jurisdiction of the courts of the Province of Québec and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Québec, Canada. The parties expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

9.2 Inconsistencies: In the event of any inconsistencies or conflicts between the terms of this Agreement and the terms of any schedules or other documents attached to or relating to this Agreement, the terms of this Agreement will prevail, unless otherwise expressly stated and agreed to in a signed writing by the parties.

9.3 Notices: Any notice or other communications given under this Agreement shall be in writing and shall be given by electronic communications (email) and shall be effective upon receipt.

9.4 Language: It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est de leur volonté expresse et réciproque que cette convention et tout document qui s'y rattache soient rédigés en anglais.

9.5 Compliance With Law and Export Regulations: Reseller represents that it shall comply with: (a) all laws, rules and regulations and obtain and maintain all required licenses, permits, certificates and authorizations; and (b) with the Désirables policies, conditions and workplace rules provided to you including Désirables's Confidentiality Policy set forth as Exhibit A hereto (collectively the "Policies") as such Policies may be updated from time to time in Désirables's sole discretion. Reseller acknowledges that the Products are subject to controls under applicable export laws and agrees that it will not and shall not permit any User to export or re-export the Product in any form in violation of the export laws of any jurisdiction.

9.6 Advertising And Publicity: Except for Materials already made public, neither Party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other Party's name or trademarks (or any variation thereof), without the other Party's prior written consent.