

## MARKETING AND DISTRIBUTION AGREEMENT

MARKETING AND DISTRIBUTION AGREEMENT (the "Agreement") between Gemini Technologies US LLC, at 39 Exchange Street, Suite 201, Portland, ME 04101 (identified as "GEMINI", "you" or "your"), and the following party, (identified as "I", "me" or "my"):

Account Number: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

1. GEMINI REPRESENTATIVE. I have submitted to you my application for participation as a GEMINI REPRESENTATIVE and paid the funds required to purchase your DISTRIBUTORSHIP PROGRAM. Your acceptance of my payment means that I have been accepted as a MARKETING REPRESENTATIVE. As a MARKETING REPRESENTATIVE, I am entitled to receive the benefits, products and services as described in this Agreement. Likewise, each of us are also obligated to abide by the terms and provisions of this Agreement.
2. GEMINI BUSINESS. GEMINI has the distribution rights to sell a personal tracking product called "Gemtek", and will from time to time acquire rights to market additional products. GEMINI promotes the program with informational brochures displayed in countertop brochure racks. The racks are placed in store locations and stocked through a network of independent marketing representatives. Marketing Representatives earn commissions from the sale of the product. This Agreement sets forth my agreement with you as an independent contractor marketing representative.
3. MARKETING REPRESENTATIVE. As a MARKETING REPRESENTATIVE I agree to perform and comply with the following:
  - a. I will identify suitable locations for the brochure display racks. Should the need arise, I will at my sole and exclusive cost, structure compensation arrangements with the rack location owners to permit the display of GEMINI brochures.
  - b. I will service my rack display accounts and use my best efforts to assure that the display racks are stocked with adequate supplies of brochures.
4. GEMINI. To service my requirements, you agree to perform and comply with the following:
  - a. Provide me with brochures and display racks to service my customers. The brochures and display rack products purchased by me will be priced and delivered at the pricing schedules in effect at the time of my order, and may be subject to change.

- b. Fulfill, or arrange for fulfillment of “Gemtek” purchase orders received from my customers.
  - c. For each “Gemini” product ordered and purchased through my brochures you will pay me a \$50.00 commission plus 10% of the base monthly service plan amounts billed and successfully collected for each service plan from a Product ordered and purchased through my brochures. I understand that if my commissions earned in the calendar year exceed \$600.00, I will be issued a form 1099 by you for income tax purposes. My Social Security number will have to appear on form 1099 and is as follows \_\_\_\_\_.
  - d. I will receive from you an accounting of the products purchased by my customers, as well as the returns. If a commission has been paid on a sale which is later returned, that commission will be deducted from the next monthly commission check. Each accounting will include the brochure number and the commission payments earned for each sale. The accounting and payments will be provided monthly, unless my account has no orders or sales for that monthly accounting period.
5. **AGREEMENT TERM.** I will continue as a **MARKETING REPRESENTATIVE** under this Agreement for a twelve-month period commencing upon the date of this Agreement. The Agreement will be automatically extended at the end of each twelve-month period for an additional twelve months if I have purchased brochures and supplies during the preceding twelve-month period. If I have not purchased any supplies within the same twelve-month period, this Agreement will be deemed terminated. This Agreement may also be terminated by either party in writing with 30 days notice.
6. **INDEPENDENT CONTRACTOR.** You and I agree that as a **MARKETING REPRESENTATIVE**, I am an independent contractor for federal tax purposes or any other purposes, and at all times during which this Agreement shall be in effect. I will perform my duties and obligations without any supervision or control from you. I also agree that my agreement with you as a **MARKETING REPRESENTATIVE** is not as a partner, servant, employee, joint venturer, or any other association other than as an independent contractor. I do not have any express, implied or apparent authority or power to bind or obligate **GEMINI** to any agreements or obligations other than as set forth by this Agreement.
7. **COVENANT NOT TO COMPETE.** As a **MARKETING REPRESENTATIVE** I will learn and become familiar with certain elements of the **GEMINI** business operations. I agree that such information is proprietary in nature, and further agree that I will not divulge, share, or use the information in any way which is adverse to **GEMINI**. During the time I am a **MARKETING REPRESENTATIVE**, and for a period of two (2) years following a termination of this Agreement, I agree to refrain from competing against you in a similar business operation.
8. **NO GUARANTEE OF EARNINGS.** I understand that **GEMINI** makes no guarantee about the amount of income that I will receive. I further understand that my earnings from marketing Gemtek will depend on a variety of factors, such as the amount of time and effort I spend placing and replenishing the display racks, geographic location, traffic at the site where I place my racks, seasonal variations and other

factors. I understand that I may earn more or less than other marketing representatives.

9. **SATISFACTION GUARANTEE.** Both parties have read, understand and agree to the terms and conditions of GEMINI Satisfaction Guarantee.
10. **GEMINI POLICIES AND PROCEDURES.** Both parties have read and understand the GEMINI Policies and Procedures outline attached hereto and made a part hereof and as otherwise provided to **MARKETING REPRESENTATIVE.**
11. **ENTIRE AGREEMENT.** This Agreement is intended as the complete and exclusive statement of the Agreement between the parties and supersedes all prior agreements, negotiations or oral representations relating to the subject matter hereof.
12. **MODIFICATIONS.** No version or modification of this Agreement shall be effective unless it refers to this Agreement and is in writing and signed by authorized representatives of both parties.
13. **COMPLIANCE WITH STATE AND FEDERAL LAW.** I hereby represent that I am now, and shall at all times during the term of this agreement remain, in full and complete compliance with all applicable laws and regulations in connection with my advertising, promotion, offering for sale, or sale of Gemtek; I further understand that you may terminate this agreement at any time if I fail to comply with any state or federal law, regulation or rule.

IN WITNESS WHEREOF you and I have signed this Agreement as below provided.

As to **GEMINI** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

GEMINI TECHNOLOGIES US LLC

BY: \_\_\_\_\_  
Authorized Signer

As to the **MARKETING REPRESENTATIVE** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

X \_\_\_\_\_

(Print Name): \_\_\_\_\_

MARKETING REPRESENTATIVE

## POLICIES AND PROCEDURES

### **1. COMMUNICATION WITH CORPORATE OFFICE**

- a) When calling the Corporate Office to place an order, Distributors should gather all the information needed to process their request before their call. If there are any questions, they should be written down before the call, so that the callers know what they want to ask.
- b) Distributors are asked to help us increase our efficiency by limiting the amount of time they engage the corporate staff in phone conversations. Gemini staff members typically perform the work of 2 to 3 employees. This means they must work efficiently to maximize their time. Telephone contact becomes counterproductive when a conversation digresses from the specific issue at hand. Nonessential "chit-chat" is a major stumbling block in getting the work done.
- c) Financial information in reference to distributor accounts will NOT be discussed on the telephone. If a Gemini Distributor has questions regarding bonus checks, commission statements, etc., they must be put in writing and sent in to the GEMINI Corporate Office by either Fax, U.S. mail, or registered delivery service. GEMINI will respond to all such inquiries within a prompt and reasonable time frame via U.S. mail.

### **2. COMMISSION INQUIRIES**

The Company will provide a detailed statement of sales by location code along with the monthly commission checks. Any telephone requests for verbal confirmations and/or inquiries into Distributors' sales, commission check amounts, etc., before the statements and checks are mailed, are extremely time consuming, and will not be accepted. For reasons of privacy and security, this information will not be given over the phone. Only statement and commission check inquiries with respect to verified problems, discrepancies, errors, or omissions will be answered, and all problems corrected.

### **3. REDUNDANT INQUIRIES**

Distributors should keep in mind that it would be impossible for GEMINI to operate effectively if the time of GEMINI corporate staff were spent on "nuisance" requests and activities that are the responsibility of the Distributor.

### **4. MEDIA INTERVIEWS**

GEMINI Distributors are expressly PROHIBITED from initiating, or responding to contacts from media or any government or regulatory agencies regarding GEMINI and/or any of its products without first receiving guidance and approval from GEMINI. This includes Better Business Bureaus and all forms of media, including newspaper, magazine, radio and television; as well as all unpaid media such as news releases, articles, talk show appearances, etc.

### **5. REPRODUCTION OF BROCHURES**

All purchases of additional brochures and stands will be made directly from GEMINI. No marketing material may be reproduced, copied or reprinted in any form or manner. No commissions will be paid on orders received from any unauthorized reproduction of brochures. This is a grave violation of GEMINI Policy and will be dealt with very seriously.

### **6. EMERGENCY ORDERS**

GEMINI does NOT facilitate shipping orders on an emergency basis. ALL orders must be placed in the normal manner, and will be processed in the order received by GEMINI.

### **7. CHECK CHARGES**

GEMINI will charge an administrative fee of \$20.00 to the account of Distributors upon receipt of any N.S.F. (non sufficient funds), "Account Closed" or "Stop Payment" checks for product, supply or Distributor Kit orders. For any check for which it is necessary to issue a Stop Payment order, there will be a \$30.00 administrative fee.

### **8. ADVERTISING**

While it is not recommended or endorsed by GEMINI, Distributors are free to advertise their business and GEMINI products by any means they choose, provided all final ad copy, printed material, audio and video tapes, Internet advertising, etc. have been submitted to the Company for approval prior to placing any such advertisements. GEMINI Distributors must receive permission in writing before proceeding with any advertising. Failure to do so will result in withheld commissions and/or immediate termination as well as forfeiture of commissions.

### **9. RE SALE OF GEMINI PRODUCTS**

Purchase for resale of any product purchased directly or indirectly through GEMINI is strictly forbidden unless otherwise approved in writing by GEMINI

### **10. SOLICITING MONIES**

GEMINI Distributors are prohibited from directing prospective customers to call or send money directly to any other than the authorized addresses or telephone numbers of GEMINI.

### **11. ETHICAL CONDUCT**

All GEMINI Distributors are expected to act in a responsible, moral and ethical manner. Unbecoming conduct includes but is not limited to, using another Distributor's stands to place brochures, throwing away any competing stands and/or brochures, and continuing to place brochures/stands in an area you have been instructed not to. One warning will be issued as the result of any of this behavior that is brought to the attention of GEMINI. Any further verified acts will result in immediate termination.

### **12. TERMINATION FOR CAUSE**

When a violation of the GEMINI Distributor Agreement, its Rules and Regulations, the Policies and Procedures, or any other cause is verified by GEMINI, the Company may, at its sole discretion, elect to suspend all future sales and commissions and bonuses and terminate the offending Distributor for just cause. In such case, the following procedure will apply:

- a. The Company will send an official notice of suspension, pending review of said Distributorship.
- b. The offending Distributor will then have ten (10) business days in which to present his/her case for review.
- c. GEMINI will review the case and will make the final decision.

## GEMINI TERMS & CONDITIONS

THESE TERMS AND CONDITIONS ARE A BINDING, LEGAL AGREEMENT BETWEEN YOU AND GEMINI (AS DEFINED BELOW). BY ACTIVATING THE SERVICE OR BY CLICKING BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND YOU AGREE THAT THIS AGREEMENT SHALL BE ENFORCEABLE BY GEMINI, THE AUTHORIZED DEALER (AS DEFINED BELOW), AND THEIR RESPECTIVE AFFILIATES, SUCCESSORS, AND ASSIGNS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACTIVATE THE SERVICE AND PROMPTLY RETURN THE GEMTEK DEVICE (AS DEFINED BELOW) TO THE AUTHORIZED DEALER FROM WHOM YOU PURCHASED THE GEMTEK DEVICE

**Definitions.** "Affiliate" means any person that directly or indirectly controls, is controlled by, or is under common control with the referenced party. "Authorized Dealer" means either (a) Gemini if you purchased your Gemtek Device directly from Gemini or (b) Gemini's authorized vendor if you purchased your Gemtek Device from such vendor.

**Gemini.** "Gemini" means Gemini US, Gemini Global, and their respective affiliates, successors, and assigns.

**Gemtek Device.** "Gemtek Device" means Gemini's personal tracking and wireless communication device that you purchased. Gemini reserves the right to change the name of the Gemtek Device at any time and from time to time at its sole discretion.

**Gemini Panel.** "Gemini Panel" means Gemini's proprietary Internet website interface panel used in conjunction with the Gemtek Device.

**Gemini Software.** "Gemini Software" means the software products licensed or sublicensed under this agreement to you by Gemini, its licensors, or the Authorized Dealer (if other than Gemini) for use in conjunction with the Gemtek Device (including any firmware and data residing on the Gemtek Device) and the Gemini Panel.

**Gemini Global.** "Gemini Global" means Gemini Technologies Global, Ltd., a Bermuda private company with its principal place of business at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda.

**Gemini US.** "Gemini US" means Gemini Technologies US, LLC, a Maine limited liability company with its principal place of business at 39 Exchange Street, Portland, Maine 04101 USA.

**GPS.** "GPS" means the Global Positioning System, the satellite-based navigation system made up of a network of satellites placed into orbit by the U.S. Department of Defense.

**Include.** The words "include," "including," and similar words do not connote limitation in any way.

**Location Service Provider.** "Location Service Provider" means each vendor utilized by Gemini to provide technical support and maintenance for the Gemini Panel, location mapping functionality, and related GPS and other global positioning and location services.

**Minimum Term.** "Minimum Term" means the initial twelve-month period (or a longer period if agreed upon by you and the Authorized Dealer) during which you agree to maintain and be bound by monthly service payment obligations under the service plan option that you have selected.

**Person.** "Person" means an individual, partnership, association, corporation, limited liability partnership, limited liability company, limited company, a governmental entity or subdivision of a governmental entity, or any other entity or body or persons, in each case whether or not having a separate legal personality, and also includes each person's personal representatives, successors, and permitted assigns.

**SIM Card.** "SIM Card" means the subscriber identity module, which, upon installation into the Gemtek Device, enables the Gemtek Device to communicate on the Wireless Service Provider's designated wireless communication network.

**Wireless Service Provider.** "Wireless Service Provider" means each wireless communication service provider whose wireless communication network supports the Gemtek Device.

**Service.**

**Term of Service.** Your service begins on the day that Gemini or the Authorized Dealer activates your service. Except as expressly permitted by this agreement, you agree to maintain service with the Authorized Dealer for the Minimum Term. Any period of suspension of service does not count towards your Minimum Term. After the expiration of the Minimum Term, you will become a month-to-month customer under this agreement.

**License.** Gemini and the Authorized Dealer (if other than Gemini) grant to you a revocable, non-exclusive, non-transferable license or sublicense to use the Gemini Panel and the Gemini Software. Your license to use the Gemini Panel and the Gemini Software is conditioned upon your payment of all charges due under this agreement to the Authorized Dealer and the Wireless Service Provider. This license does not imply any rights to future upgrades or updates of the Gemtek Device, Gemini Panel or the Gemini Software; however, any upgrade or update of the Gemtek Device, Gemini Panel, or the Gemini Software shall be subject to this agreement or any agreement accompanying such upgrade or update and may be subject to additional payments. You shall not copy, reproduce, distribute, redistribute, decompile, disassemble, reverse engineer, or otherwise attempt to discover any trade secret contained in the Gemtek Device, the Gemini Panel, or the Gemini Software.

**Factors Affecting Service.** The Gemtek Device and Gemini Panel use wireless communication services, GPS signals, the Internet, and other communications systems and services. You acknowledge that the quality and availability of the wireless communication services, the GPS signals, the Internet, and other communications systems and services used by the Gemtek Device and Gemini Panel may be affected by factors outside of the control of Gemini and each Authorized Dealer. Those factors include (without limitation) location of transmission sites, weather and other atmospheric conditions, topography, buildings and other physical objects, available network capacity, receiver clock errors, errors in a satellite's reported position, satellite positioning, the number of available satellite signals, and intentional degradation of the satellite signal.

**Wireless Communication, Gemini Panel, and Map Services.** The Wireless Service Provider provides wireless communication services for use in conjunction with the Gemtek Device. The terms of service of your Wireless Service Provider are set forth at: (1) for UK customers using Vodafone's wireless communication services, [www.vodafone.com/](http://www.vodafone.com/); (2) for US customers, \_\_\_\_\_. By activating the service, you acknowledge that you have read and agree to such terms of the Wireless Service Provider. You also agree that your use of the Gemtek Device and the Gemini Panel is subject to the applicable terms of each Location Service Provider for the Gemini Panel and mapping coverage.

**Business Policies, Practices, and Procedures.** Your service is subject to Gemini's business policies, practices, and procedures, which Gemini may change from time to time without notice to you. GEMINI MAY ADD, CHANGE, AND DELETE ANY OR ALL OF THE TERMS OF THIS AGREEMENT AT ANY TIME BY SENDING YOU NOTICE PRIOR THE BILLING PERIOD IN WHICH THE CHANGES WOULD BECOME EFFECTIVE. THE AUTHORIZED DEALER MAY CHANGE THE CHARGE FOR ANY SERVICE PROVIDED UNDER THIS AGREEMENT AT ANY TIME BY SENDING YOU NOTICE PRIOR THE BILLING PERIOD IN WHICH THE CHANGES WOULD BECOME EFFECTIVE. YOU AGREE TO BE BOUND BY THE CHANGES UNLESS YOU TERMINATE YOUR SERVICE BEFORE THE CHANGES BECOME EFFECTIVE. IF, DURING YOUR MINIMUM TERM, THE CHANGE IS (1) AN INCREASE IN YOUR MONTHLY SUBSCRIPTION CHARGE OR AN INCREASE IN THE RATES FOR USAGE OF YOUR GEMTEK DEVICE OR GEMINI PANEL UNDER SECTION 0, OR (2) A SUBSTANTIAL AND MATERIAL REDUCTION IN THE FUNCTIONALITY OF THE GEMTEK DEVICE, THE GEMINI PANEL, OR THE RELATED SERVICES, THEN YOU MAY TERMINATE YOUR SERVICE WITHOUT ANY EARLY TERMINATION FEE AS PROVIDED IN SECTION 0.

**Use of the Gemtek Device.**

**Use in Accordance with this Agreement.** You and any person obtaining access to the Gemtek Device, the Gemini Panel, or the Gemini Software through you shall use the Gemtek Device, the Gemini Panel, and the Gemini Software in accordance with this agreement and applicable law. You agree to be responsible for any use of the Gemtek Device, the Gemini Panel, or the Gemini Software by you or any person obtaining access through you, and you agree to indemnify and defend Gemini, the other Authorized Dealers, the Wireless Service Provider, and the Location Service Provider for any breaches of your obligations under this agreement.

**Non-Interference with Other Persons.** You agree to ensure that the use of the Gemtek Device, the Gemini Panel, and the Gemini Software does not adversely affect or interfere with any transmission, software, system, network, or data used by any person, including Gemini, each other Authorized Dealer, the Wireless Service Provider, the Location Service Provider, and their other customers. You agree to ensure that the Gemtek Device, the Gemini Panel, and the Gemini Software will not be used to transmit harassing, abusive, libelous, illegal, or deceptive messages or information.

**Lost, Stolen, or Damaged Gemtek Device or SIM Card.** You must inform the Authorized Dealer immediately if your Gemtek Device or the SIM Card installed in the Gemtek Device is lost, stolen, or damaged. Any such report shall be made by contacting your Authorized Dealer at the address provided on your monthly bill. You will remain liable for all charges incurred until you do so. You are responsible for keeping your Gemtek Device, including the SIM Card installed in the Gemtek Device, safe and in good condition. The Authorized Dealer will send you a replacement SIM Card as soon as reasonably practicable, but the Authorized Dealer reserves the right to charge you for doing so, unless it is found to be defective through faulty design or workmanship. A replacement Gemtek Device will be charged to you at the then market sales price, unless replacement is covered under the limited written warranty from the Authorized Dealer for manufacturing defects.

**Contractual Capacity.** You represent and warrant that you are at least 18 years of age, have full contractual capacity, are able to pay for the services that you have requested, and are able to meet your other obligations under this agreement and under the terms of the Wireless Service Provider and Location Service Provider. If you purchased the Gemtek Device for a company or other organization, then you further represent and warrant that you are authorized to enter into this agreement for such company or organization, such company or organization is able to pay for the services that you have requested, and such company or organization is able to meet the other obligations under this agreement and in accordance with the terms of the Wireless Service Provider and Location Service Provider.

**Proof of Identity.** You agree to provide such proof of identity and address information that both Gemini and the Authorized Dealer (if other than Gemini) considers reasonably necessary from time to time. While photocopy or facsimile copies of identification usually are acceptable, Gemini and the Authorized Dealer (if other than Gemini) each reserves the right to request an original document.

**Accuracy of Information.** You agree to ensure that any information provided to Gemini and the Authorized Dealer (if other than Gemini) will be accurate, current, and complete.

**Compliance with Laws.** You agree that the Gemtek Device, the Gemini Panel, and the Gemini Software will not be used for any purpose that is illegal or tortious, including the use of the Gemtek Device (by means of its remote monitoring features or otherwise) to eavesdrop or intercept communications in any manner that violates any applicable law. You agree that, before using the Gemtek Device's remote monitoring features or otherwise causing or permitting the interception of any communication made using your Gemtek Device, you will obtain consent to such interception from any person obtaining access to the Gemtek Device from you and from any other person subject to any such remote monitoring to the extent required by applicable law. You agree to comply with all applicable laws and regulations governing the use of the Gemtek Device, the Gemini Panel, and the Gemini Software. You agree that you will be responsible for determining what laws or regulations are applicable to the use of the Gemtek Device, the Gemini Panel, the Gemini Software, and the related services. You further agree that, upon request of Gemini or the Authorized Dealer (if other than Gemini), you will promptly provide assurance of your compliance with those laws. You acknowledge that you may be subject to fines, damages, and other criminal and civil penalties and liability for (1) any use of the Gemtek Device, the Gemini Panel, or the Gemini Software to eavesdrop or intercept communications in any manner that violates any applicable law or (2) any other use in any manner that violates any applicable law.

**Export and Similar Laws.** You represent and warrant that you are not a resident of any country or affiliated with any organization prohibited to do business within the United States as defined and set forth at: <http://www.bxa.doc.gov> and <http://www.treas.gov/ofac>.

**US Customers.** For US customers only, the following shall apply: You agree that you will not export, re-export, transfer, or make available (either directly or indirectly) the Gemtek Device, the Gemini Panel, the Gemini Software, or any regulated item or information to any person outside the United States without first complying with all applicable export control laws and regulations.

**Cooperation with Investigation of a Breach of this Agreement.** You will cooperate with Gemini, the Authorized Dealer, the Wireless Service Provider, and the Location Service Provider in

investigating whether there has been any breach of this agreement.

Charges.

**Access, Usage, and Other Charges.** You agree to pay all access, usage, and other charges that the Authorized Dealer bills you or that the user of the Gemtek Device incurs, even if you were not the user of the Gemtek Device and did not authorize its use. You may have to pay fees to begin service or reconnect suspended service. Usage charges may vary depending on where, when, and how you call. You have a home rate area and a local calling area (which may be different).

**Taxes.** You agree to pay all applicable taxes, fees, and surcharges set by applicable government authorities. The Authorized Dealer may not always provide advance notice of changes to these items. If you are tax-exempt, then you must provide your exemption certificates to the Authorized Dealer and pay for any filings that the Authorized Dealer makes.

**Roaming.** You are roaming whenever you make or receive a call using a transmission site outside your home rate area or using the transmission site of a company other than the Wireless Service Provider. The Gemtek Device sometimes may connect to and roam on another company's network even when you are within your home rate area or local calling area. You agree to pay any extra charges (including charges for long distance, tolls, or calls that do not connect) and higher rates for roaming calls.

**Changes to Your Service Plan.** When you purchase the Gemtek Device, you are asked to choose a service plan and to indicate which additional services you require. Subject to the prior written approval of the Authorized Dealer, you may switch between service plans, and you may add to or cancel additional services. Any such change shall be effective beginning the following billing cycle.

**Billing.**

**Bill.** The Authorized Dealer will send you a bill for your monthly service. Your bill is notice from the Authorized Dealer to you of your charges and other important information. You should read everything in your bill. The Authorized Dealer will bill excess usage charges after calls or other usage activities of the Gemtek Device or Gemini Panel, which are in excess of your monthly allowance, are made or received. The Authorized Dealer may bill monthly subscription charges and some other charges in advance. Payment is due in full as stated on your bill. The Wireless Service Provider may send you a separate bill for the charges relating to the wireless communication services for your Gemtek Device, and you agree to pay such charges in accordance with the Wireless Service Provider's applicable terms of service.

**Automatic Billing.** If Gemini is the Authorized Dealer, then you agree to pay all charges by means of automatic billing on your credit card, debit card, or bank account used to purchase your Gemtek Device. If Gemini is the Authorized Dealer or you otherwise elect to use automatic billing with an Authorized Dealer other than Gemini, then you authorize the Authorized Dealer to make recurring charges against your designated credit card, debit card, or bank account. With respect to each bill, you authorize the Authorized Dealer to charge your designated credit card, debit card, or bank account for all charges set forth on your bill. You agree to notify the Authorized Dealer of any changes to your billing information, including any change to your credit card account number, debit card account number, expiration date, or bank account number. If the Authorized Dealer is unable to process the charge against your credit card, debit card, or bank account, then you agree that: (1) the Authorized Dealer may suspend or terminate your service at any time; (2) you will pay an early termination fee if such termination occurs during the period of your Minimum Term; (3) you will be responsible for all usage and other fees and charges accrued through the termination date; (4) you will indemnify and hold harmless the Authorized Dealer for any and all costs that it may incur as a result of such failure; and (5) you will pay to the Authorized Dealer any reasonable administrative fee that it may charge for such failure. If you wish to change your designated credit card, debit card, or bank account, then you must provide advance notice to the Authorized Dealer. If your Authorized Dealer agrees to accept payment through a method other than automatic billing, then you may cancel automatic billing by notifying the Authorized Dealer, and such cancellation will be effective beginning the next billing cycle.

**EFFECT OF LATE PAYMENT.**

**GENERAL.** IN ADDITION TO ANY OTHER AMOUNTS THAT THE AUTHORIZED DEALER MAY CHARGE UNDER THIS SECTION 0, THE AUTHORIZED DEALER MAY CHARGE FOR ANY COLLECTION AGENCY FEES BILLED TO THE AUTHORIZED DEALER FOR TRYING TO COLLECT FROM YOU. The Authorized Dealer may require an advance deposit (or an increased deposit) from you. You agree that the Authorized Dealer can apply deposits, payments, or prepayments in any order to any amounts you owe the Authorized Dealer on any account. You cannot use a deposit to pay any bill unless the Authorized Dealer agrees. The Authorized Dealer will not honor any limiting notations you make on or with your checks.

**UK CUSTOMERS.** FOR UK CUSTOMERS ONLY, THE FOLLOWING SHALL APPLY: IF THE AUTHORIZED DEALER DOES NOT RECEIVE PAYMENT IN FULL WHEN DUE, THEN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AUTHORIZED DEALER MAY CHARGE YOU A LATE FEE OF UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY) OR A FLAT £\_\_\_\_\_ PER MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. The Authorized Dealer will refund final credit balances of less than £\_\_\_\_\_ only upon request. Subject to applicable law, the Authorized Dealer may charge you up to £\_\_\_\_\_ for any returned check.

**US CUSTOMERS.** FOR US CUSTOMERS ONLY, THE FOLLOWING SHALL APPLY: IF THE AUTHORIZED DEALER DOES NOT RECEIVE PAYMENT IN FULL WHEN DUE, THEN, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF YOUR BILLING ADDRESS AT THE TIME, THE AUTHORIZED DEALER MAY CHARGE YOU A LATE FEE OF UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY) OR A FLAT \$\_\_\_\_\_ PER MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. The Authorized Dealer will refund final credit balances of less than \$\_\_\_\_\_ only upon request. Subject to applicable law, the Authorized Dealer may charge you up to \$\_\_\_\_\_ for any returned check.

**Credit.** You agree that all applications for services may be subject to credit assessment before you can activate and use the Gemtek Device. If the Authorized Dealer's assessment of your application does not meet its normal requirements, then the Authorized Dealer reserves the right to decline to activate the Gemtek Device or provide any service to you. Alternatively, the Authorized Dealer may ask that you forward a deposit to the Authorized Dealer before activating the Gemtek Device or providing any service to you. If you believe the assessment of your application is incorrect, then the Authorized Dealer will review your eligibility. Neither Gemini nor any other Authorized Dealer, however, shall be responsible for the accuracy of information provided from the databases of credit reference agencies. Neither Gemini nor any other Authorized Dealer shall be responsible for any liability for the consequences of declining to activate the Gemtek Device or provide any service to you. Deposits are normally held for 12 months, but this may depend on your contract length. The Authorized Dealer may request a deposit from you before connection, before making any additional service available to you, or before reinstating the services after suspension. The Authorized Dealer does not pay interest on deposits. If you owe any money to the Authorized Dealer, then the Authorized Dealer may set off deposits against the amount due to it.

**BILLING DISPUTES.** IF YOU DISPUTE ANY CHARGES APPEARING ON A BILL OR ANY SERVICES FOR WHICH YOU WERE CHARGED, THEN YOU MUST NOTIFY THE AUTHORIZED DEALER OF THE DISPUTED CHARGES OR SERVICES NO LATER THAN 60 DAYS AFTER THE DATE OF THE BILL (OR, IF LATER, THE LAST DAY ON WHICH YOU HAVE THE RIGHT TO DISPUTE SUCH CHARGES OR SERVICES UNDER APPLICABLE LAWS). IF YOU DO NOT NOTIFY THE AUTHORIZED DEALER AS PROVIDED IN THIS SECTION 0, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGES OR SERVICES, AND YOU WILL HAVE WAIVED YOUR RIGHT TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE TO THE EXTENT PERMITTED BY APPLICABLE LAW. WITH RESPECT TO ANY DISPUTED CHARGES OR SERVICES, YOU MUST PROVIDE NOTICE TO THE AUTHORIZED DEALER AT THE ADDRESS PROVIDED ON YOUR MONTHLY BILL.

**Termination of Agreement.**

**Termination during the Minimum Term.** Before the expiration of your Minimum Term, you may terminate your service at anytime by providing at least one month's prior notice to the Authorized Dealer. If, before the expiration of the Minimum Term, you terminate your service (or the Authorized Dealer terminates your service for cause), then you agree to pay to the Authorized Dealer all billed and unbilled amounts due from you to the Authorized Dealer under this agreement through the effective date of termination, plus an early termination fee equal to the lesser of \$175 or the combined monthly service charges for the remainder of the contract period. If you are on automatic billing, these charges will be automatically billed to your authorized credit card, debit card, or bank account as referenced in Section 0 above.

**Termination after the Minimum Term.** After the expiration of the Minimum Term, you may terminate your service at any time by providing at least one month's prior notice to the Authorized Dealer; provided, however, that you shall be required to pay all billed and unbilled amounts due from you to the Authorized Dealer under this agreement through the effective date of termination.

**TERMINATION FOR CAUSE, WITHOUT NOTICE TO YOU, GEMINI AND THE AUTHORIZED DEALER (IF OTHER THAN GEMINI) CAN LIMIT, SUSPEND, OR TERMINATE YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR CAUSE.** Cause includes the following: (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if the Authorized Dealer has not billed the charges); (c) harassing the employees or agents of Gemini, any other Authorized Dealer, the Wireless Service Provider, or the Location Service Provider; (d) lying to Gemini, any other Authorized Dealer, the Wireless Service Provider, or the Location Service Provider; (e) interfering with the operations of Gemini, any other Authorized Dealer, the Wireless Service Provider, or the Location Service Provider; (f) becoming insolvent or going bankrupt; (g) breaching this agreement; (h) "spamming" or other abusive messaging or calling; (i) modifying the Gemtek Device from Gemini's specifications; (j) providing credit information that the Authorized Dealer cannot verify; (k) using your service in a way that adversely affects any wireless communication network, including the wireless communication network that the Gemtek Device uses; (l) using your service in a way that adversely affects the customers of Gemini, any other Authorized Dealer, the Wireless Service Provider, or the Location Service Provider; (m) allowing anyone to tamper with the wireless phone number assigned to your Gemtek Device; (n) changing your billing address to a country, state, or other jurisdiction that is unacceptable to Gemini or the Authorized Dealer (if other than Gemini) as it may determine in its sole discretion; or (o) using the service in any manner that violates applicable law. Gemini and the Authorized Dealer (if other than Gemini) also can temporarily limit your service for any operational or governmental reason.

**Effect of Termination.** Upon termination of your service, you will not be able to use the Gemtek Device or the Gemini Panel. You agree to pay all charges and other amounts that are accrued through the effective date of the termination of your service and which are due to the Authorized Dealer under this agreement.

**Use and Disclosure of Your Information.**

**Your Information.** You agree to provide the Authorized Dealer with current, accurate, and complete information, including your legal name, address, telephone number(s), and applicable payment data (such as bank account number, credit card number, debit card number, expiration date, and billing address). You agree to notify the Authorized Dealer immediately of any changes in your registration data. You agree that Gemini and the Authorized Dealer may use and disclose your information as provided in this Section 0.

**Disclosure in Connection with the Services.** Gemini and the Authorized Dealer (if other than Gemini) each may use your information that you provide together with other information for administration, marketing, credit scoring, customer services, tracking your preferences for using the Gemtek Device, the Gemini Panel, and their other web sites, and profiling your purchasing preferences. Gemini and the Authorized Dealer (if other than Gemini) each may disclose your information to each other and their respective service providers (including the Wireless Service Provider and the Location Service Provider) and agents to help them with these purposes. Gemini and the Authorized Dealer (if other than Gemini) each may keep your information for a reasonable period after your service terminates in case you decide to use their services again and may contact you about their services during this time.

**Disclosure of Your Information to Affiliates and Business Partners.** By activating the Gemtek Device, you consent to Gemini and the Authorized Dealer (if other than Gemini) sharing your information with their respective affiliates and companies who are their respective business partners. Gemini, the Authorized Dealer (if other than Gemini), or their affiliates or business partners may contact you by mail, telephone, electronic messaging services, facsimile, or email to let you know about any goods, services, or promotions that may be of interest to you. Please call the Authorized Dealer's customer service department if you do not wish to receive such information from Gemini, the Authorized Dealer (if other than Gemini), or their

respective affiliates or business partners. The telephone number for the Authorized Dealer's customer service department can be found on your bill.

**Disclosure of Information to Third Parties.** You agree that Gemini and the Authorized Dealer (if other than Gemini) may disclose any or all of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency, or credit provider: Any information relating to the service provided to you under this agreement, including your personal financial information and details of how you have performed in meeting your obligations under this agreement; any disclosure as may be within the Data Protection Act registration of Gemini or other applicable Authorized Dealer (applicable to UK customers only); and any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority.

**Transfer of Your Information.**

**UK Customers.** For UK customers only, the following shall apply: By activating the Gemtek Device, you consent to the transfer of your information to countries that do not provide the same level of data protection as the UK if necessary for providing you services you require. If Gemini or the Authorized Dealer (if other than Gemini) does make such a transfer, then Gemini or other Authorized Dealer, as the case may be, will make reasonable efforts to protect your information through contractual arrangements or otherwise.

**Right to Request Your Information.** You have a right to request a copy of your information from the Authorized Dealer, for which the Authorized Dealer may charge a fee. You also have a right to request the correction of any inaccuracy in your information.

**Intellectual Property.** Except for the usage rights expressly licensed to you under this agreement for the limited purposes described in this agreement, you do not acquire any rights in or relating to the Gemtek Device, Gemini Panel, or Gemini Software including (without limitation) any patent, copyright, trademark, or other intellectual property or proprietary rights. You acknowledge that any patent, trademark, copyright, or other intellectual property or proprietary right in or relating to the Gemtek Device, the Gemini Panel, or the Gemini Software is the property of Gemini and its licensors.

**LIMITED WARRANTY REGISTRATION AND DISCLAIMER OF ALL OTHER WARRANTIES.**

**LIMITED WARRANTY REGISTRATION.** THE AUTHORIZED DEALER FROM WHOM YOU PURCHASED YOUR GEMTEK DEVICE MAY PROVIDE A LIMITED WARRANTY OF THE GEMTEK DEVICE. HOWEVER, IN ORDER FOR YOU TO BE ELIGIBLE FOR SUCH LIMITED WARRANTY, YOU MUST COMPLETE THE LIMITED WARRANTY REGISTRATION FORM PROVIDED BY THE AUTHORIZED DEALER FROM WHOM YOU PURCHASED YOUR GEMTEK DEVICE IN ACCORDANCE WITH THE AUTHORIZED DEALER'S REQUIREMENTS. YOU MAY ONLY MAKE A WARRANTY CLAIM UNDER A DULY REGISTERED LIMITED WARRANTY TO THE AUTHORIZED DEALER FROM WHOM YOU PURCHASED YOUR GEMTEK DEVICE. **DISCLAIMER OF ALL OTHER WARRANTIES.** THE LIMITED WARRANTY REFERENCED ABOVE IS YOUR EXCLUSIVE WARRANTY RELATING TO THE GEMTEK DEVICE. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER GEMINI NOR ANY OTHER AUTHORIZED DEALER MAKES ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE WITH RESPECT TO THE GEMTEK DEVICE, THE GEMINI PANEL, THE GEMINI SOFTWARE, OR OTHERWISE. THE SERVICES RELATED TO AND THE INFORMATION PROVIDED ON THE GEMTEK DEVICE, THE GEMINI PANEL, THE GEMINI SOFTWARE, OR OTHERWISE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GEMINI AND THE AUTHORIZED DEALER DO NOT WARRANT THAT THE GEMTEK DEVICE, THE GEMINI PANEL, THE GEMINI SOFTWARE, OR THE RELATED WIRELESS, GPS, INTERNET, OR OTHER COMMUNICATIONS SERVICES OR SYSTEMS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY GEMINI, ANY OTHER AUTHORIZED DEALER, OR THEIR RESPECTIVE AFFILIATES OR EMPLOYEES SHALL CREATE ANY WARRANTY UNDER THIS AGREEMENT.

**Disclaimers and Limitations of Liability.**

**Security.** You acknowledge and agree that neither Gemini nor any other Authorized Dealer, Wireless Service Provider, or Location Service Provider makes any guarantee that communications or transactions conducted using the Gemtek Device, the Gemini Panel, or otherwise online or by wireless or other communication services or systems will be absolutely secure. You agree to assume all risk and liability arising from your use of the Gemtek Device, the Gemini Panel, and the Gemini Software, including the risk of breach in the security of the communications or transactions you conduct using the Gemtek Device, the Gemini Panel, or the Gemini Software. You agree that you are solely responsible for maintaining the confidentiality of your password. You agree to notify the Authorized Dealer immediately if you believe that your password has been lost or stolen or someone has obtained access to your password without your permission.

**Emergency Calls.** For 911 and other emergency services, the Gemtek Device and related wireless communication service may not operate in the same manner as landline telephone service. The Gemtek Device and related wireless communication service may not be able to identify your location to emergency services, and you may not always be connected to the appropriate emergency services provider. You agree to pay any additional charges resulting from your use of the Gemtek Device to make an emergency call. **YOU AGREE TO HOLD GEMINI AND EACH OTHER AUTHORIZED DEALER, WIRELESS SERVICE PROVIDER, AND LOCATION SERVICE PROVIDER HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF THE USE OR ATTEMPTED USE OF THE GEMTEK DEVICE (INCLUDING ANY GPS OR OTHER LOCATION INFORMATION) AND RELATED WIRELESS, INTERNET, AND OTHER COMMUNICATION SERVICES AND SYSTEMS TO ACCESS 911 OR OTHER EMERGENCY SERVICES.**

**LIMITATION OF LIABILITY.** YOU ASSUME ALL RISK AND RESPONSIBILITY FOR THE USE OF THE GEMTEK DEVICE, THE GEMINI PANEL, THE GEMINI SOFTWARE, GPS OR OTHER LOCATION INFORMATION, AND THE RELATED WIRELESS, INTERNET, AND OTHER COMMUNICATION SERVICES AND SYSTEMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GEMINI, EACH OTHER AUTHORIZED DEALER, THE WIRELESS SERVICE PROVIDER, AND THE LOCATION SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU, EITHER DIRECTLY OR INDIRECTLY, UNDER ANY CIRCUMSTANCES FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT GEMINI, ANY OTHER AUTHORIZED DEALERS, THE WIRELESS SERVICE PROVIDER, OR LOCATION SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), NAMELY NOT FOLLOWING IN THE ORDINARY COURSE AS A DIRECT, NATURAL OR PROBABLE CONSEQUENCE OF THE ACT OR OMISSION COMPLAINED OF INCLUDING (WITHOUT LIMITATION): LOSS OF PROFITS OR REVENUES OR BUSINESS, OR COST OF CAPITAL; LOSS OF OR DAMAGE TO REPUTATION; LOSS OF PRODUCTION; LOSS OF ANTICIPATED SAVINGS; ANY LOSS, DAMAGE, OR HARM ARISING FROM ANY FAILURE TO TRACK OR LOCATE THE GEMTEK DEVICE, OR ANY LOSS, DAMAGE, OR HARM ARISING FROM ANY FAILURE TO TRANSMIT, RECEIVE, OR OTHERWISE PROVIDE INFORMATION IN CONJUNCTION WITH ANY USE OF THE GEMTEK DEVICE, GEMINI PANEL, OR GEMINI SOFTWARE. GEMINI, EACH OTHER AUTHORIZED DEALER, THE WIRELESS SERVICE PROVIDER AND LOCATION SERVICE PROVIDER SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING BY OR THROUGH YOU FOR ANY ISSUE RELATING TO THE GPS SIGNAL, THE WIRELESS COMMUNICATION SERVICE OR ANY OTHER COMMUNICATIONS SERVICE OR SYSTEM, INCLUDING (WITHOUT LIMITATION) THE ACCURACY, TIMELINESS, OR CONTINUED AVAILABILITY OF ANY SUCH COMMUNICATION SERVICE OR SYSTEM.

**UK Customers.** For UK customers only, the following shall apply: Gemini Global is the exclusive importer of the Gemtek Device into the United Kingdom. Nothing in this agreement shall be taken to exclude or limit Gemini Global's or the Authorized Dealer's liability for death or personal injury caused by Gemini Global's or the Authorized Dealer's negligence or liability for fraudulent misrepresentation, to the extent that such exclusion or limitation is prohibited by applicable law.

**Binding Effect and Assignment.** This agreement shall be binding on you (and your heirs and permitted successors and assigns) and the Authorized Dealer, and shall inure to the benefit of you, Gemini, and the Authorized Dealer (if other than Gemini) and their respective successors and assigns. Gemini and your Authorized Dealer (if other than Gemini) each may assign this agreement without notice to you. You shall not assign this agreement without the prior written consent of Gemini and the Authorized Dealer (if other than Gemini), and Gemini and the Authorized Dealer (if other than Gemini) each may withhold or condition its consent in its sole discretion. Any assignment without the consent is void. Delegation. Gemini and the Authorized Dealer (if other than Gemini) may perform its services under this agreement directly, or it may arrange for any of its services to be performed by its contractors, subcontractors, the Wireless Service Provider, and/or the Location Service Provider. **Third Party Rights for UK Customers.** For UK customer only, the following shall apply: Nothing in this agreement is intended to confer on any person any right to enforce any terms of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

**Force Majeure.** Gemini's and each other Authorized Dealer's non-performance under this agreement shall be excused due to any cause reasonably beyond its control, including: acts of God; earthquakes; fires; floods; explosion; sabotage; riot; accidents; orders of, or failure to issue all necessary permits or licenses by, regulatory, governmental, or military authorities; strikes, lockouts, or labor trouble; any temporary or permanent alteration or cessation of the GPS signal; and the Wireless Service Provider or Location Service Provider temporarily or permanently ceasing to provide wireless, Internet, mapping, or other communication or related services or systems to you, Gemini, or the Authorized Dealer (if other than Gemini). Language. This agreement and all related documents shall be drawn up in English.

**Governing Law.**

**UK Customers.** For UK customers only, the following shall apply: This agreement is governed by English law. Any disputes can be dealt with by the courts in England and Wales or any other UK court that could lawfully deal with the case.

**US Customers.** For US customers only, the following shall apply: This agreement is governed by the laws of the State of Maine without regard to any conflicts of laws principles.

**Notices.** All notices to be served in accordance with this agreement must be served by mail or facsimile. In addition, Gemini or your Authorized Dealer (if other than Gemini) may serve notice to you by voicemail, email text, or other form of electronic message, and such notice will be deemed served 48 hours after its is sent or an earlier proof of delivery. All bills and notices served by mail will be sent to the address given by you upon activation of the Gemtek Device unless you notify the Authorized Dealer of a change to this address.

**Resolution of Disputes.**

**Arbitration.** Any dispute between the parties under this agreement which cannot be settled amicably within 60 days shall be settled by final and binding arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more commercial arbitrators appointed in accordance with the rules as currently in force. Any such arbitration or award may be entered in any court of competent jurisdiction in the United States, United Kingdom, or other applicable jurisdiction for enforcement purposes. Each party to any such arbitration proceeding shall bear its own costs for such arbitration, provided that all costs, fees, or taxes incident to obtaining or enforcing such arbitration award may be charged against the party resisting such enforcement by the arbitrator.

**UK Customers.** For UK customers only, the following shall apply: The place of the arbitration described in Section 0 shall be London, England.

**US Customers.** For US customers only, the following shall apply: The place of the arbitration described in Section 0 shall be in Portland, Maine.

**Entire Agreement.** This agreement sets forth the entire agreement and understanding of the parties to this agreement as to the subject matter of this agreement, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties to this agreement or executed by the party against whom enforcement is sought.

**Severability.** If any provision of this agreement is held in any jurisdiction to be invalid, prohibited, or unenforceable for any reason, then such provision, as to such jurisdiction, shall be ineffective without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction, then, as to such jurisdiction, it shall be so narrowly drawn, without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**Waivers.** The failure of Gemini or any other Authorized Dealer to assert a right under this agreement or to insist upon compliance with any term or condition of this agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by you.

**Headings.** The article and section headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

**Number and Gender.** Unless the context otherwise requires, words denoting the singular include the plural and vice versa. Any word in one gender shall be construed to include the other gender.