

# e-QuantumPower, Inc.

## MEMBER AGREEMENT

**1. Agreement in principle:** This Agreement is made by and between e-QuantumPower, Inc. (Q-Power) and joining member (Member). Q-Power, a Nevada corporation, makes available to its Members the ability to purchase end user product via selected vendors (Contract Vendors) for the primary purpose of selling said products to Member business clients. Q-Power may, at its discretion, enter into agreements with Contract Vendors for the sole purpose of providing favorable pricing models to Members. This Agreement states the general terms and conditions that apply to the Members.

**2. Term:** The Agreement will become effective upon the enactment of this document by both Q-Power and Member and shall stay in effect until either (i) Member notifies Q-Power in writing of Member's decision to cease its relationship with Q-Power or (ii) Q-Power notifies Member that their related membership has been rescinded.

**3. Fees:** Member agrees to pay all fees outlined on Attachment A of this agreement and that all fees must be paid in full to retain an active membership status with Q-Power.

**4. Program Participation:** Active Member status for each of the Programs offered by Q-Power requires the following: (i) Member must be both recorded as, and be in good standing as, a Member of Q-Power; (ii) Member must be eligible for the specific Program, based on Contract Vendor guidelines, if any; (iii) the Program agreement between Q-Power and the Contract Vendor must be active; (iv) Member must abide by and comply with the terms and conditions set forth the in this Agreement, the specific Program agreement, and Q-Power financial obligation protocol.

**5. Programs:** Member shall be required to enact, via signature or electronic correspondence, a separate Vendor Program agreement for each active Program offered. Each Program, which will be recognized as an Exhibit to this Agreement, will detail the Member benefits, participation protocol and participation requirements related to said Program. Member obligation to each program will be limited to the disclosed information on the Exhibits. Member shall be solely responsible for ensuring a complete understanding of the Program attributes and should seek clarification, if needed, from Q-Power prior to the enactment of any Program Exhibit.

**6. Member Disclosure:** Member agrees that Contract Vendor, at the Request of Q-Power may disclose Program usage information to Q-Power and that both Q-Power and Contract Vendor may use Member name in conjunction with the promotion of either Contract Vendor or Q-Power services.

**7. Program Termination:** Q-Power retains the sole right to terminate Contract Vendor program and may exercise that right without the consent of Q-Power Members. Upon cessation or termination of any Contract Vendor program, Members rights to any benefits outlined within said program will cease. Member retains the sole responsibility for pursuing alternative courses of action in relation to the replacement or cessation of direct Contract Vendor services as they relate to Member's course of business.

**8. Confidentiality:** All information obtained by either Q-Power and/or Member in connection with the application and production of this Agreement shall be used solely for the purpose of the administration of this agreement and may not be disseminated to any other party without the express written consent of the contracting parties.

**9. Indemnification:** Q-Power and Member shall hold each other, their officers, directors, employees, agents, contractors and any assignees or successors harmless from and against any/all liabilities, claims, expenses, and damages including counsel fees and expenses arising from or related to Members participation in Q-Power.

## Member Agreement (cont.)

**10. Contract Vendor Agreements:** Member recognizes that Q-Power, at its discretion, will enter into agreements with a Contract Vendor for the primary purpose of providing favorable pricing to Members for goods and services used by Member while performing normal business practices. Member agrees not to contact or interfere in any way with the production of the agreement made between Contract Vendor and Q-Power unless specifically outlined in the Program specification attachments of this Agreement.

**11. Definitions:** As displayed throughout this Agreement, the following terms are defined as follows: {Contract Vendor... is defined as the business entity in with which Q-Power has contracted with to provide goods and services to Members at favorable industry rates} {Program... is defined as the purchasing agreement and production mechanics thereof, made between Contract Vendor and Q-Power for the benefit of Members}

**12. Legal Jurisdiction:** Any/all disputes that may arise between Member and Q-Power regarding the terms and conditions set forth in this Agreement shall be governed by laws of the State of Nevada, regardless of any law provisions of Member's State of incorporation or primary business practice.

**13. Entire Agreement:** This Agreement, upon enactment by both Q-Power and Member constitutes the entire Agreement between both parties and supercedes any prior agreement between the parties unless specifically addressed within this Agreement. Any Inconsistency or conflict arising from the production of this Agreement will revert to "Common Practice" valuation prior to jurisdiction deference as outlined in Section 12 of said Agreement.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
e-Quantum Power, Inc

\_\_\_\_\_  
Member Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

