



Sub-Dealer shall make no statement that contains representations with respect to the Copystar Products, which exceeds the specifications approved in writing by Copystar. Sub-Dealer shall not make any false, misleading or deceptive representations to anyone or engage in any unfair trade practices. Sub-dealer shall be solely responsible for the actions of its personnel and its sales and service representatives. Sub-Dealer shall indemnify and hold harmless from any and all liability or damages that may result from a breach of these paragraphs.

Termination. The Sub-Dealer registration may be terminated by Copystar or Sub-Dealer upon 30 days' prior notice to the other party, at any time with or without cause and without liability, provided that in the event of a material breach by Sub-Dealer of the provisions during the registration period, Copystar may terminate Sub-Dealer's registration effective immediately. Upon termination of Sub-Dealer's registration, Sub-Dealer at its expense, shall immediately discontinue the use of, and remove from its business locations, vehicles, stationery, advertisements, etc., any Copystar trademarks authorized under Sub-Dealer's registration.

(Name of Copystar Distributor)

(Name of Copystar Sub-Dealer)

(Signature and Date)

(Signature and Date)

(Printed Name and Title)

(Printed Name and Title)