

NINE1ONE GEAR

DISTRIBUTOR AGREEMENT

Date: _____

Distributor: _____

Manufacturer: **Nine1One Gear** Brand a division of **Airtime Gear, LLC**, an Oregon limited liability company

RECITALS

A. Airtime Gear is engaged in developing, manufacturing, marketing, selling and/or licensing clothing, rain gear, outerwear and related products, including its Nine1One product line (“Nine1One Products”).

B. Airtime Gear and Distributor desire that Distributor be retained in accordance with the terms, conditions and covenants set forth in this Agreement.

Accordingly, the parties hereby agree as follows:

1. Appointment and Acceptance.

A. Airtime Gear hereby appoints the above named independent Distributor to market and sell the Nine1One Products as well as such other products Airtime Gear may authorize the Distributer to market and sell from time to time.

B. Distributor hereby accepts its appointment hereunder. Distributor acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to Airtime Gear and the Nine1One Products.

2. Responsibilities of Distributor. During the term of this Agreement, Distributor shall:

A. Conduct himself or herself in a manner consistent with the high image, reputation and credibility of Airtime Gear, and shall engage in no activities which reflect adversely on Airtime Gear or the Nine1One Products.

C. Maintain contact with Airtime Gear via telephone, e-mail, or other agreed upon means of communication with reasonable frequency to discuss marketing and sales activity with respect to the Nine1One Products.

D. Provide prompt, competent and timely first-call support (including education regarding Nine1One Products and their features) for all customers to whom Distributor has sold the Nine1One Products or who have been assigned to Distributor by Airtime Gear. If Distributor is unable, despite his or her best efforts, to resolve issues with Distributor Customers, Distributor shall notify Airtime Gear of the nature of the unresolved issues and Airtime Gear shall provide second-line support for such issues.

F. Notify Airtime Gear immediately if Distributor becomes aware of (i) any problems relating to the Nine1One Products with any Distributor Customers or other Airtime Gear customers, or (ii) any actual or potential claim against Airtime Gear by any person or entity.

3. Scope and Limitations of Distributor's Authority.

A. Prices, credit terms, sales programs and other terms and conditions of the sale of the Nine1One Products shall be those adopted by Airtime Gear set forth in **Exhibit A**

B. Distributor at no time shall engage in any unfair trade practices with respect to Airtime Gear or the Nine1One Products, and shall make no false or misleading representations with respect to Airtime Gear or the Nine1One Products. Distributor shall refrain from communicating any information with respect to guarantees or warranties regarding the Nine1One Products, except such as are expressly authorized by Airtime Gear in writing or are set forth in Airtime Gear's website or promotional materials.

C. Except in furtherance of his or her obligations under this Agreement, Distributor shall not use Airtime Gear's trade names, service names, trademarks or trade names or any names closely resembling same as part of Distributor's corporate or business name, or in any manner which Airtime Gear in its sole discretion, may consider misleading or otherwise objectionable.

4. Contract Pricing. Sales of the Nine1One Products in accordance with the Pricing Agreement schedule set forth on Exhibit A and such other sales programs as Airtime Gear may in its sole discretion elect to provide to Distributor. Airtime Gear shall have the right, from time to time, at its sole discretion, to modify the Pricing Agreement unless disclosed otherwise within agreement. In any such instance, Airtime Gear shall issue a new Exhibit A to Distributor reflecting such change(s), which shall, as of the effective date stated thereon, supersede the prior Exhibit A. If Distributor has any objection regarding the accuracy, completeness or otherwise with respect his or her pricing or the calculations relating to such account, Distributor shall notify Airtime Gear in writing of such objection(s), which notice shall be given to Airtime Gear within thirty (30) days after the account information to which Distributor is objecting is made available to Distributor.

5. Product Changes. Airtime Gear shall have the right, at its sole discretion, to modify or discontinue selling any or all of the Nine1One Products at any time, without incurring any liability to Distributor.

6. Termination.

A. This Agreement shall remain in effect until terminated by either party in accordance with the terms of this Agreement.

B. THIS AGREEMENT IS EXECUTED BY BOTH AIRTIME GEAR AND DISTRIBUTOR WITH THE KNOWLEDGE THAT IT MAY BE TERMINATED AS DESCRIBED ABOVE. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, NEITHER DISTRIBUTOR NOR AIRTIME GEAR SHALL BE LIABLE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER ARISING OUT OF THIS AGREEMENT OR THE NINE1ONE PRODUCTS, OR BECAUSE OF ANY EXERCISE BY A PARTY OF ITS RIGHT TO TERMINATE THIS AGREEMENT AS PROVIDED HEREUNDER.

7. Indemnification. Distributor shall indemnify, defend (with counsel acceptable to Airtime Gear) and hold harmless Airtime Gear, its members, employees and officers from and against any and all claims, demands, liabilities, losses, fines, costs, expenses (including attorney fees at trial, on appeal or in any bankruptcy or arbitration proceeding) and damages arising out of or related to Distributor's breach of any of its obligations under this Agreement.

8. Arbitration. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by final and binding arbitration in Portland, Oregon in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and

judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

9. Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be sent by United States first-class mail (with postage prepaid), by e-mail, or by facsimile (with a copy by first-class mail, with postage prepaid) and shall be deemed received and effective three (3) days after the date of posting, if mailed, upon receipt of confirmation of successful sending, if sent by e-mail, and upon receipt of confirmation of successful facsimile transmission, if sent by facsimile. Notice shall be given at the addresses set forth below, which addresses may be changed by written notice given in accordance with this Section.

10. Equitable Relief. Each party acknowledges and agrees that the other party will not have an adequate remedy at law, and will be irreparably harmed, in the event that the provisions of Sections 6 or 8 are breached. It is accordingly agreed that the non-breaching party shall be entitled to injunctive relief to prevent breaches of such provisions and specifically enforce such terms and provisions, in addition to damages or any other remedy to which it may be entitled at law or in equity.

11. Miscellaneous. This Agreement will be governed by the laws of the State of Oregon. If any legal action (including an arbitration) is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive, in any bankruptcy case, arbitration proceeding or court case. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

The parties have executed this Agreement as of the date set forth above.

Nine1One Gear , division of Airtime	Distributor:
Attn: Credit Department Name:	By: _____ Print Name: _____
Address: Nine1One Gear 8104 SW Nimbus Ave. #4 Beaverton, OR 97008	Company _____ Address: _____ _____ _____
Telephone: 1-888-991-GEAR E-mail: customerservice@nine1onegear.com	Telephone: _____ E-mail: _____