



AMD Technologies, Inc.
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AMD SURPLUS LISTING & COMMISSION AGREEMENT
(Updated January 1, 2010)

This Agreement is entered into this ____ day of _____, 20____, between AMD SURPLUS, a division of AMD TECHNOLOGIES, INC. ("AMD"), on the one hand, and _____ ("Seller"), on the other hand, whose principal place of business is located at _____.

WHEREAS Seller desires that AMD list certain of Seller's pre-owned or excess inventory, equipment and/or parts ("Items") for sale using various internet selling sites, and manage such selling opportunities for Seller; and

WHEREAS AMD is willing to undertake this work subject to certain conditions and compensation as set forth below,

NOW, THEREFORE, the parties agree as follows:

1. AMD will list the Items listed in the attached inventory, and any other Items that AMD and Seller shall hereafter agree that AMD shall list, on one or more web sites.
2. AMD shall not take possession of the Items unless this is explicitly agreed to by the parties.
3. For each Item covered by this Agreement, Seller agrees that AMD shall have the exclusive right to list the Item for a period of six (6) months, or until the Item sells, whichever occurs sooner.
4. Seller will provide AMD with the make, model no., serial number, date of manufacture, number of owners, current location and a digital photo(s) of each Item, together with any other information relevant to a buyer.
5. Seller warrants that 1) it is the owner of each Item, 2) it has the right to sell the Item, and 3) the Item is in good working condition, unless otherwise noted in writing. If the Item is not in good working condition, AMD will only list it on a "parts only" basis.
6. Seller agrees to provide a 30-day replace or refund warranty against DOA.
7. AMD will research web prices and suggest pricing for the Items to Seller, and Seller is free to agree, disagree or amend AMD's suggested prices for the Items.
8. AMD will list the Items, on an "as is" basis, at the agreed prices, but shall have the right to negotiate prices with potential buyers +/- ____ % of the agreed listing prices agreed to by the parties.
9. Before AMD ships or authorizes Seller to ship any Item to a buyer, AMD will collect all funds due from the buyer of such Item, including taxes (if applicable), freight, insurance and handling charges.
10. AMD shall be entitled to retain from the purchase funds a commission of 25% of the gross purchase price of the Item if the Item is sold for \$1,500 or less, and 20% of the gross purchase price of the Item if the Item is sold for more than \$1,500.
11. AMD shall remit the net proceeds of the sale of an Item (gross sales price less AMD' commission and any fees charged by the listing and payment sites) to Seller 45 days after the buyer's confirmed receipt of the Item, provided there is no warranty claim.
12. If Seller has possession of the Item and ships it to the buyer, AMD shall be entitled to charge for and recover freight, insurance and handling expenses. If AMD has possession of the Item and ships it to the buyer, AMD shall be entitled to charge for and recover freight, insurance and handling expenses.
13. AMD shall charge the buyer sales tax on any sale that Seller advises AMD requires such tax be paid, and shall remit any such taxes collected to Seller. Seller acknowledges that AMD is not an expert in the sales tax laws in Seller's jurisdiction, and will rely exclusively on Seller's expertise on this subject. Seller, and not AMD, is solely responsible for the payment of sales or other taxes due on the sale of the Items.
14. SELLER AGREES THAT AMD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS, DAMAGES FOR LOSS OF PRIVACY, OR FOR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH, OR TO EXERCISE COMMERCIALLY REASONABLE CARE OR FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF AMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. IN NO EVENT SHALL AMD' LIABILITY TO SELLER OR BUYERS EXCEED THE AMOUNT THAT AMD HAS RECEIVED UNDER THIS AGREEMENT.
15. Seller hereby agrees to indemnify and hold AMD harmless from any and all claims, actions, losses, damages, including reasonable attorneys' fees, obligations, liabilities and liens arising during the Term of this Agreement out of the possession, operation, condition, ownership, sale, return or use of the Items, or by operation of law, excluding, however, any of the foregoing resulting from gross negligence or willful misconduct of AMD. Seller agrees that upon written notice from AMD of the assertion of such causes of action, damage, obligation, liability or lien, Seller shall assume full responsibility for AMD' defense and payment therefor.
16. This Agreement shall be governed by and shall be construed under the laws of the State of California, and Lessee hereby agrees that any legal proceedings concerning any disputes relating to this Agreement or any Items sold pursuant thereto shall be brought exclusively in Los Angeles County, and Seller expressly consents to jurisdiction of the state and federal courts in that county.

SELLER: _____

AMD TECHNOLOGIES, INC.

BY: _____

BY: _____

Daniel J. Giesberg,
 President

Name: _____

Title: _____



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EXHIBIT A

Items